Town Council Agenda

Wednesday, August 20, 2025, 4:00 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Town Council:

Mayor Chris Bubser, Mayor Pro Tem Amanda Rice, Councilmember Bill Sauser, Councilmember Brent Truax, Councilmember John Wentworth

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (760) 965-3602. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

NOTE: Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Town Offices located at 437 Old Mammoth Road, Suite 230 during normal business hours. Such documents are also available on the Town of Mammoth Lakes website at www.townofmammothlakes.ca.gov subject to staff's ability to post the documents before the meeting.

NOTE: You may attend the Town Council meetings in person or watch them on the Town of Mammoth Lakes' website at www.townofmammothlakes.ca.gov , on the local government cable channel 18, or via Zoom. Public comments can be submitted to the Town Clerk at clerk@townofmammothlakes.ca.gov. before and during the meeting, or may be made in person or via Zoom.

NOTE: All comments will be limited to a speaking time of five minutes.

ZOOM INFORMATION

Join from a PC, Mac, iPad, iPhone, or Android device:
Please type in or cut and paste in this URL to join. https://monocounty.zoom.us/s/92958002088
Or join by phone:
Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 646 876 9923
Webinar ID: 929 5800 2088
International numbers available: https://monocounty.zoom.us/u/acobwlnMsm
*To raise your hand Press *9, to Mute/Unmute Press *6*

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS

   The Public Comment portion of the agenda provides the public with an opportunity to address the Town Council on matters not otherwise listed on the agenda. Under California law the Town Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the Town Council may briefly respond to comments or questions from members of the public. Therefore, the Town Council will listen to all public comment, but will not generally discuss the matter or take action on it. Requests for service from the Town may also be made at the Town offices during regular business hours. Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration.
4. ADDITIONS TO THE AGENDA

   Opportunity to add urgency items pursuant to Government Code Section 54954.2(b)2, if necessary.
5. TOWN COUNCIL PRESENTATIONS

   5.1 Recognize retirement of Building Inspector/Plans Examiner Ron Haskins.
6. INTRODUCTIONS

   6.1 Introduce new Police Officer James Clark.

   6.2 Introduce new Police Officer Emily Leach.

   6.3 Introduce new Police Officer Rodolfo Madera.
7. WORKSHOP

   7.1 Joint workshop with the Board of Mammoth Lakes Tourism to discuss the Economic Impact Study, Summer Stewardship, and Winter Air Service.
8. REPORTS FROM COMMISSIONS AND/OR DEPARTMENTS (AS NEEDED)
9. PUBLIC PRESENTATIONS

   9.1 California Department of Fish and Wildlife Summer Update.
10. CONSENT AGENDA

    10.1 Approve the minutes of the regular meeting of August 6, 2025.

    10.2 Cancel the October 1, 2025 Town Council meeting, and direct the Town Clerk to notice such cancellation.

    10.3 Accept the 2024 Community Indicators Report.

    10.4 Approve the resolution authorizing the temporary closure of Town roads for special events.

    10.5 Approve findings to continue the authorized emergency replacement of the Whitmore Pool roof as provided for in Resolution No. 25-47.

10.6 Approve findings to continue the authorized emergency installation of an aboveground waste oil tank as provided for in Resolution No. 25-48.

10.7 Accept Check Register 7/31/25 in the amount of $1,644,127.31. Accept Check Register 8/6/25 in the amount of $9,251.00. Accept Check Register 8/7/25 in the amount of $780,279.33.

11. POLICY MATTERS

11.1 Approve the letter of public comment from the Town Council regarding the proposed Reorganization of the United States Forest Service.

11.2 Consider the second amendment to the professional services agreement with DTA for the preparation of a Development Impact Fee and Housing Fee Nexus Study.

11.3 Ordinance to Renew the Town's Military Equipment Use Policy.

11.4 Rescission of the approval of UPA 23-002 for the construction of an 80-foot tall "stealth monopine" cell tower located at 1574 Old Mammoth Road.

12. COUNCILMEMBER REPORTS

Informational reports from Councilmember representatives on committees, commissions, and organizations; general reports on Councilmember activities.

13. CLOSED SESSION

13.1 Pursuant to Government Code Section 54957.6.(a), Conference with Labor Negotiators, the Town Council will meet with its representatives, Town Manager Rob Patterson, Community and Economic Development Director Nolan Bobroff, Human Resources Manager
Amanda Pelham, and Jack Hughes, Partner with Liebert Cassidy Whitmore, with respect to the following Employee Organizations: Mammoth Lakes Police Officers Association.

14. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

15. ADJOURNMENT

The Town Council will adjourn to a regular meeting to be held on Wednesday, September 3, 2025 at 4:00 p.m.

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Joint Meeting with Mammoth Lakes Tourism Board to discuss Economic Impact Study, Summer Stewardship and Winter Air Service

Council Meeting Date: 8/20/2025

Prepared by: Rob Patterson, Town Manager

Recommended Motion: Information only, no recommended action

Summary: Mammoth Lakes Tourism (MLT) is the marketing organization for the Town of Mammoth Lakes. It is critical that both organizations meet often to discuss strategic priorities and key objectives as well as the changing landscape, often providing challenges and opportunities. To accomplish this open communication, both entities meet on a quarterly basis to review opportunities and share thoughts and needs.

This quarterly meeting will focus on the Economic Impact Study recently completed by Mammoth Lakes Tourism to be used to update campaign strategy. We will also discuss the results of the summer stewardship programs and modifications to winter air service with a primary focus on Bishop Airport.

MAMMOTH LAKES TOURISM

Without A Trace

JUNE 2025

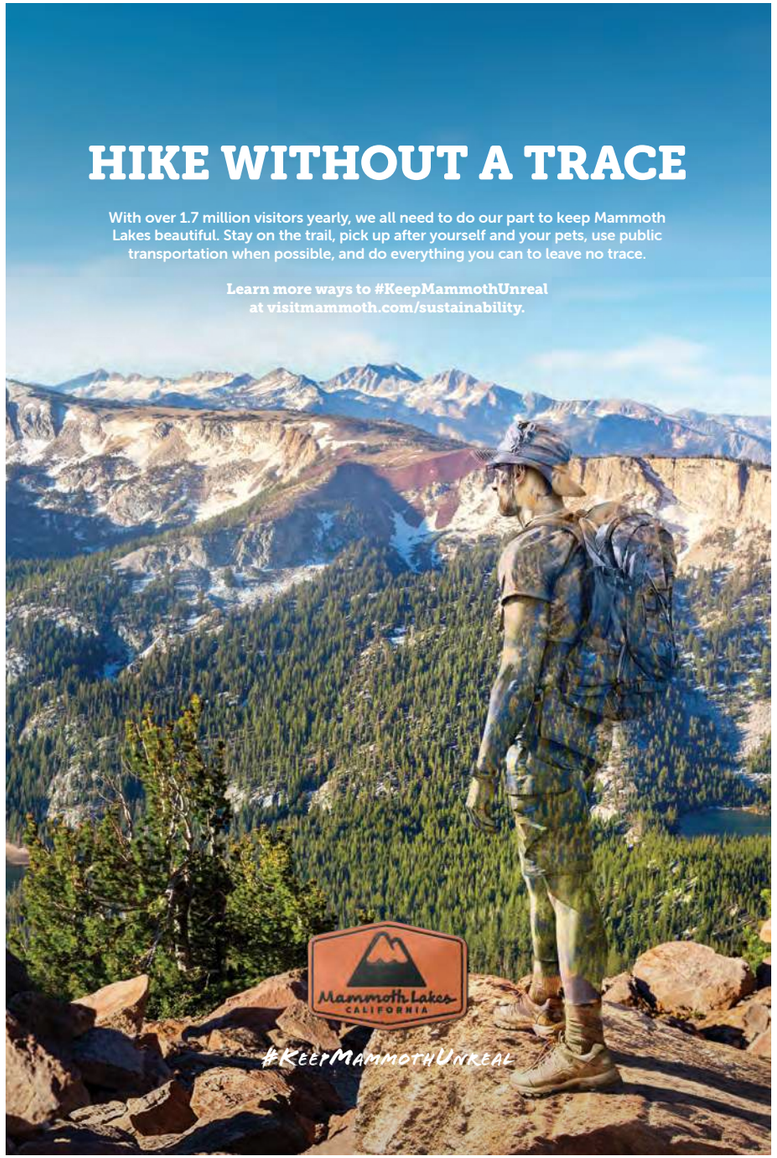
SHIPYARD
ENGINEERING BRAND LOVE

Vertical Posters Paddle 24x36

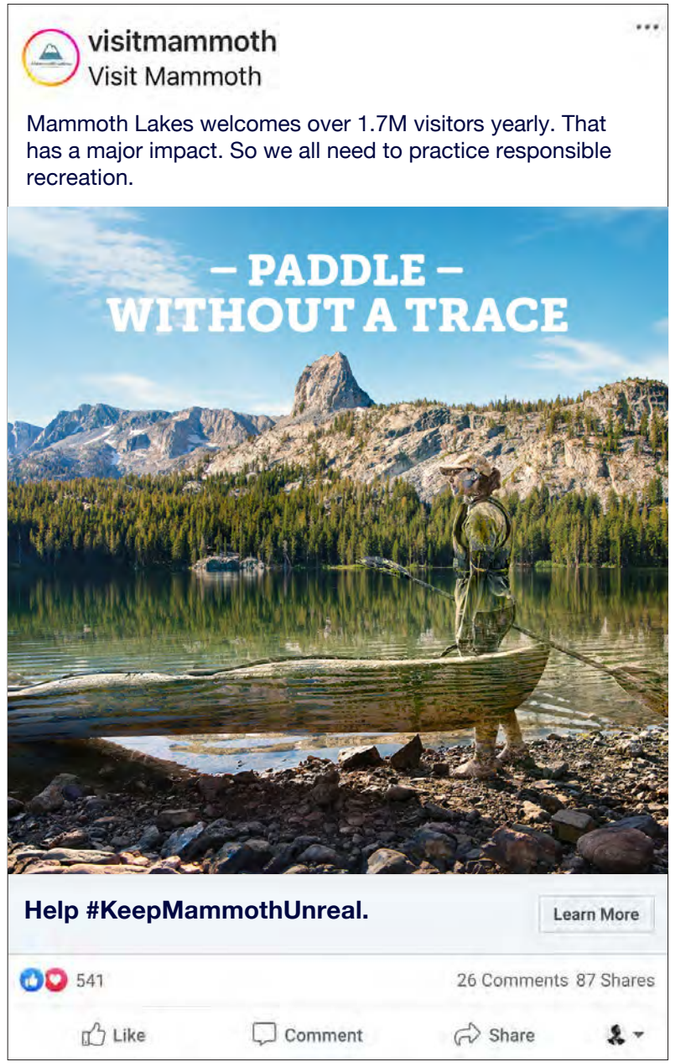


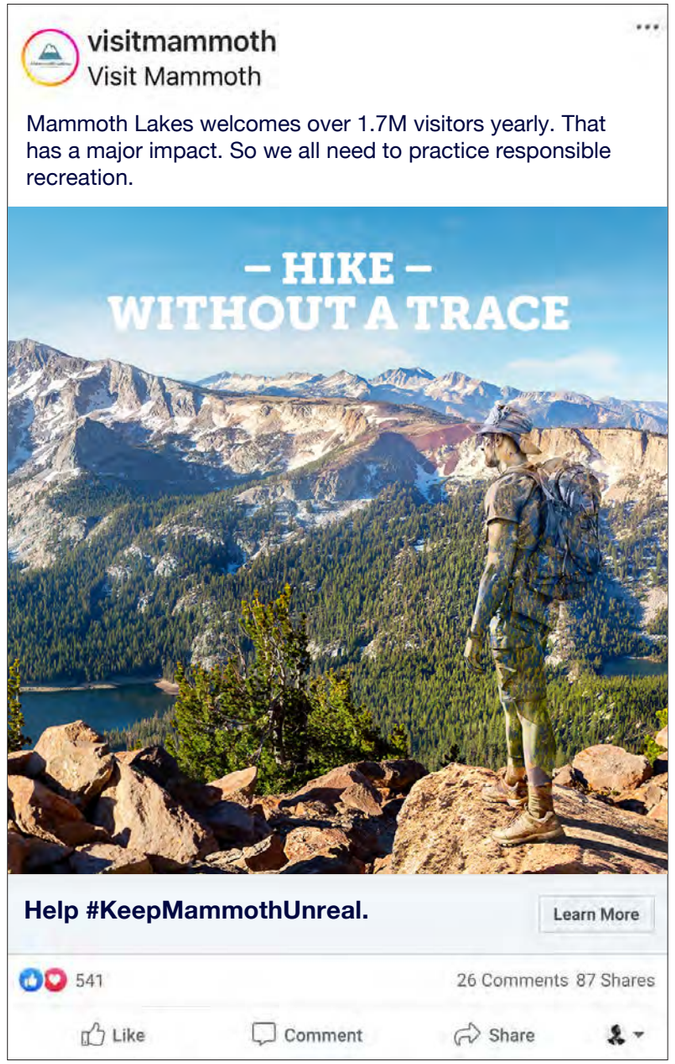


Vertical Poster Hike 24x36



Meta Single Image Ads





©2025

Meta Carousel Ad Paddle





©2025

Meta Carousel Ad Hike





©2025

Meta Stories Ad Paddle

Video starts with a static image of our unpainted kayaker at the shoreline. Over 10 seconds, we see the painting scribble on to the kayaker so that she he blends in with the landscape. Light, ethereal music and nature SFX add texture.

SUPER 1:

PADDLE WITHOUT
A TRACE

SUPER 2:

Mammoth Lakes welcomes over 1.7M visitors yearly. That means we all need to help protect it. So, pack out what you pack in. Treat others with kindness. And always practice responsible recreation.

LOGO:

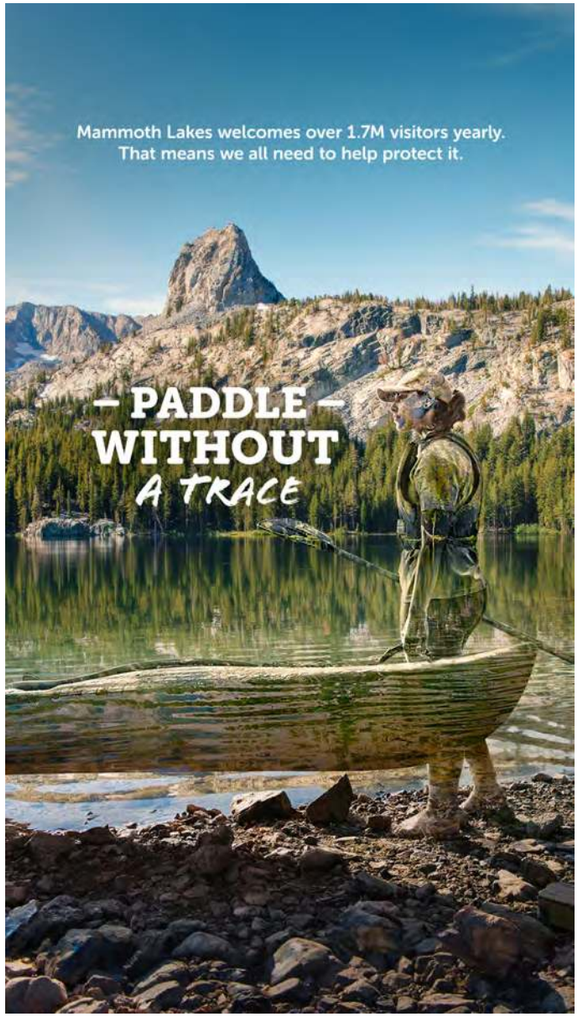
#KeepMamoothUnreal

CTA:

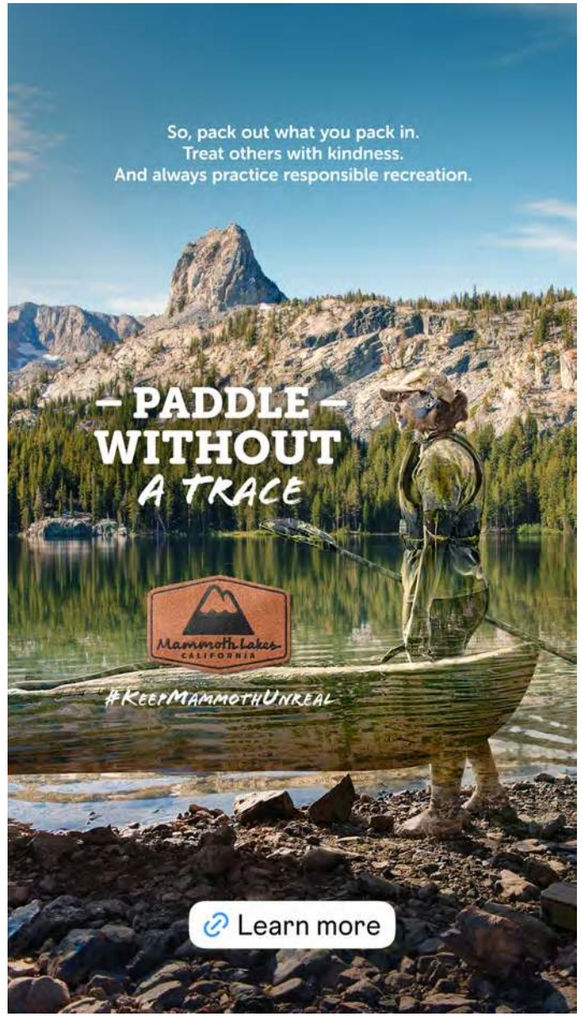
LEARN MORE



FRAME 1



FRAME 2



FRAME 3

©2025

Meta Stories Ad Hike

Video starts with a static image of our unpainted hiker looking out on the view. Over 10 seconds, we see the painting scribble on to the hiker so that he blends in with the landscape. Light, ethereal music and nature SFX add texture...

SUPER 1:

HIKE WITHOUT A TRACE
#KeepMammothUnreal

SUPER 2:

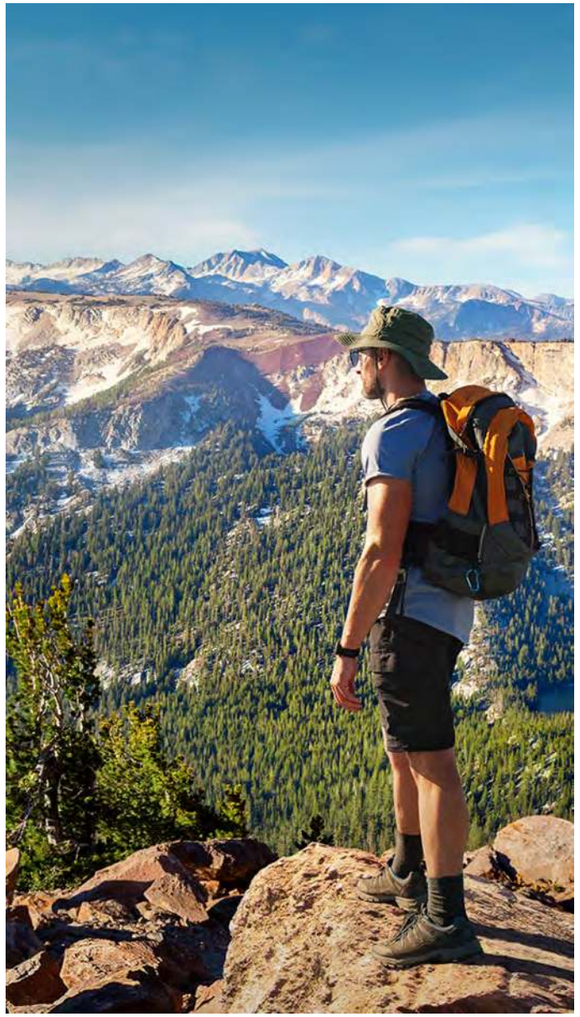
Mammoth Lakes welcomes over 1.7M visitors yearly. That has a major impact. So, we all need to practice responsible recreation.

LOGO:

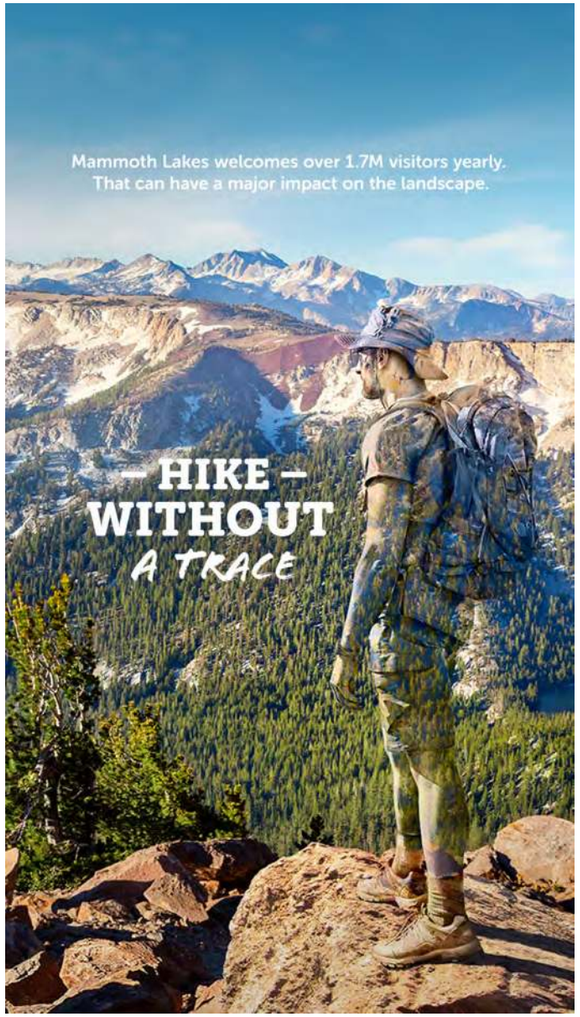
#KeepMamoothUnreal

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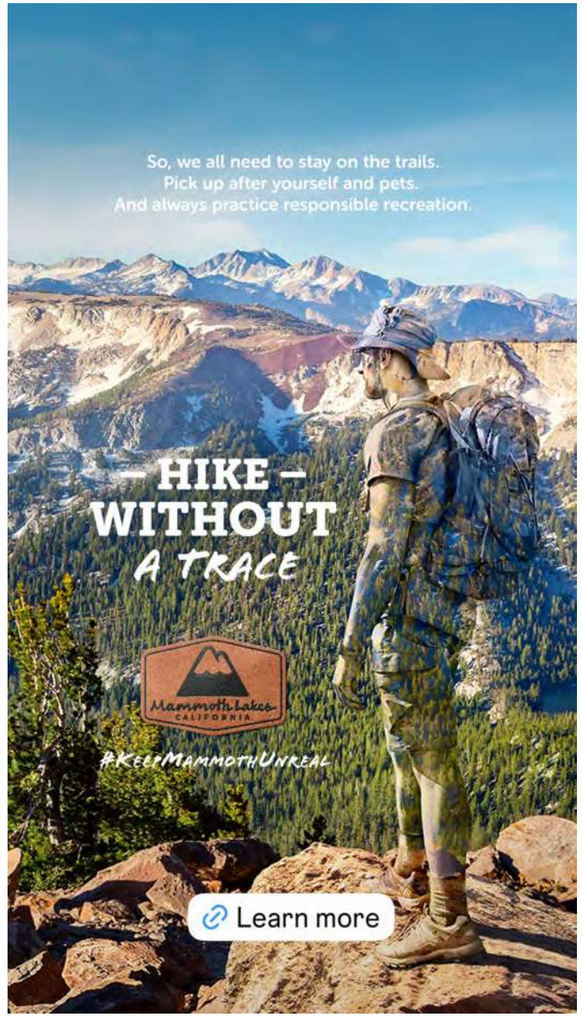
LEARN MORE



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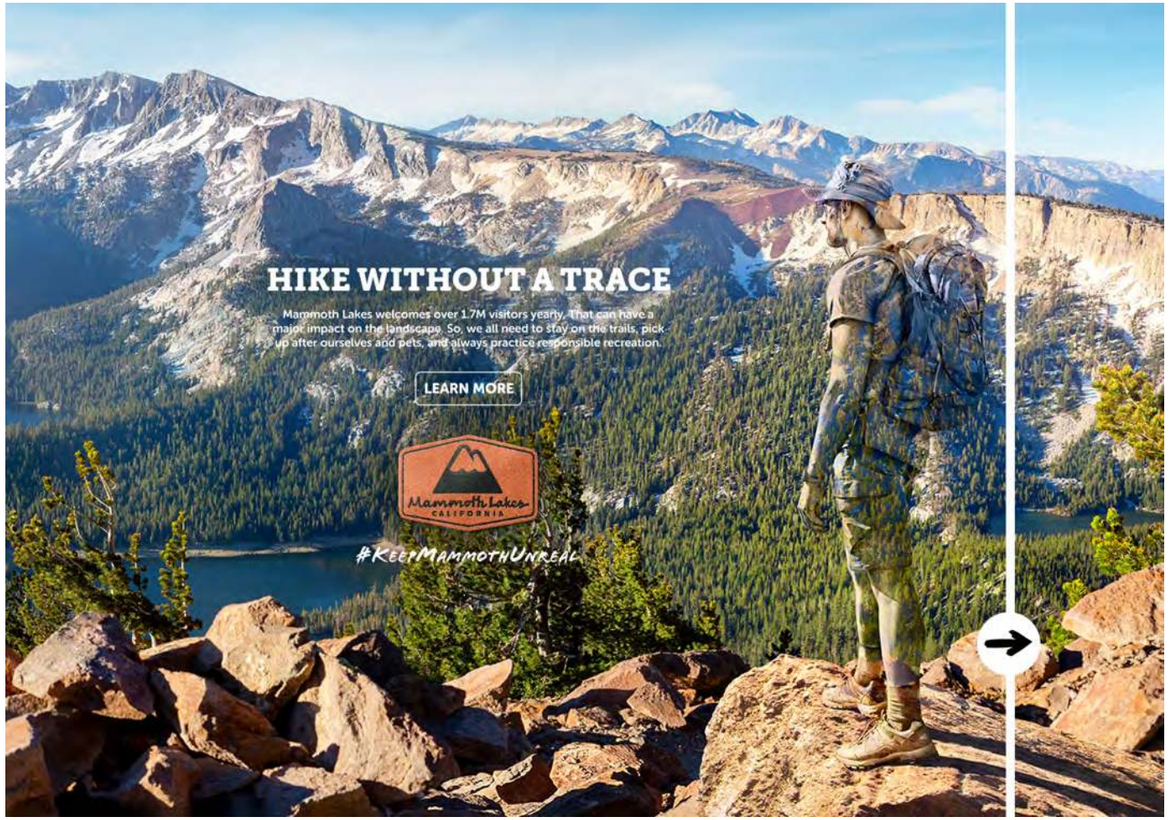
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©2025

Undertone High Impact Slider Desktop - Hike



FRAME 1



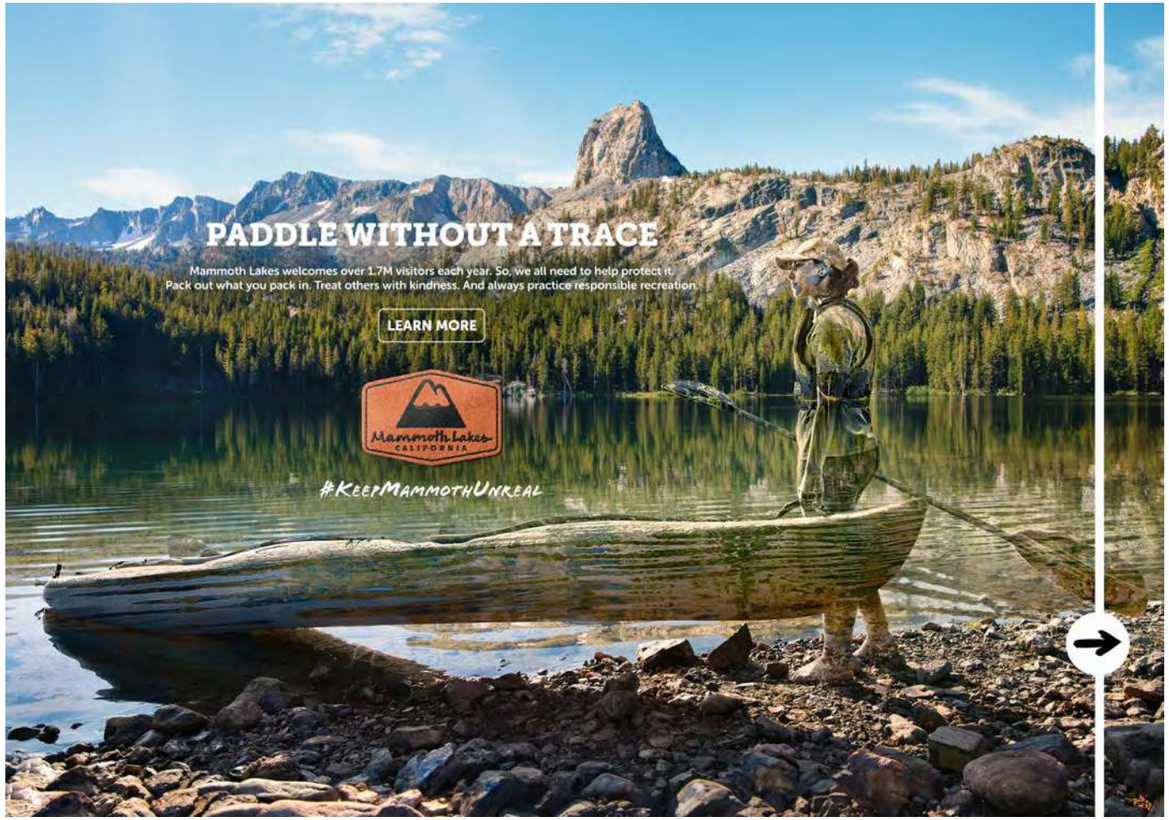
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Undertone High Impact Slider Desktop - Paddle

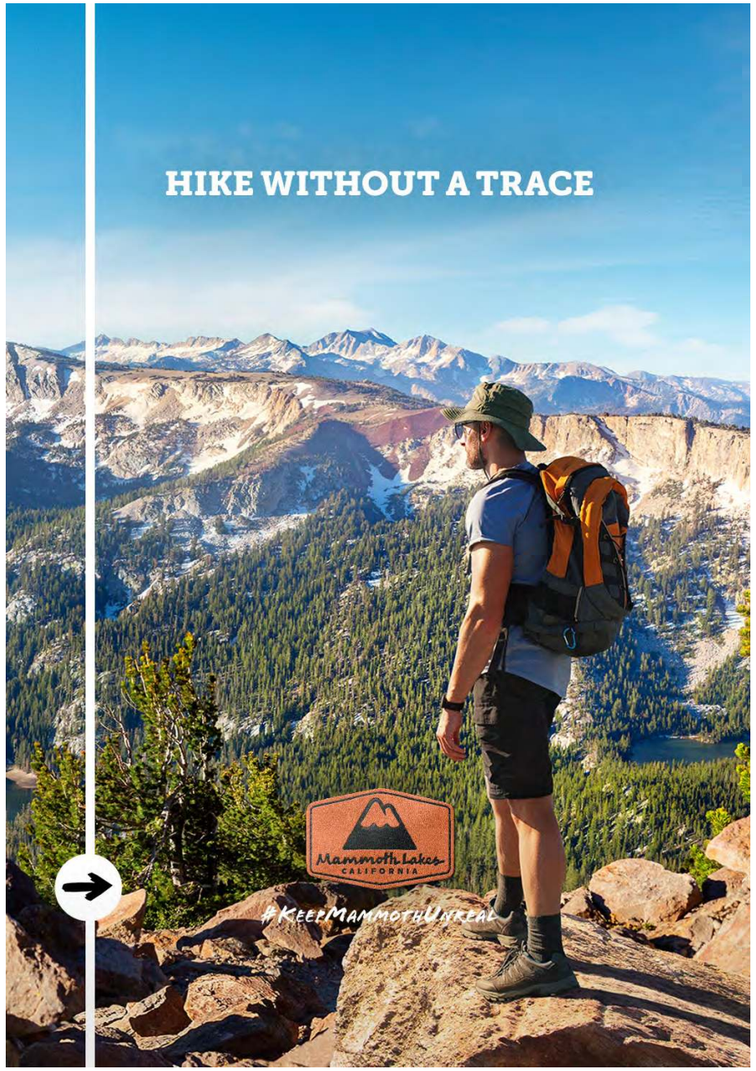


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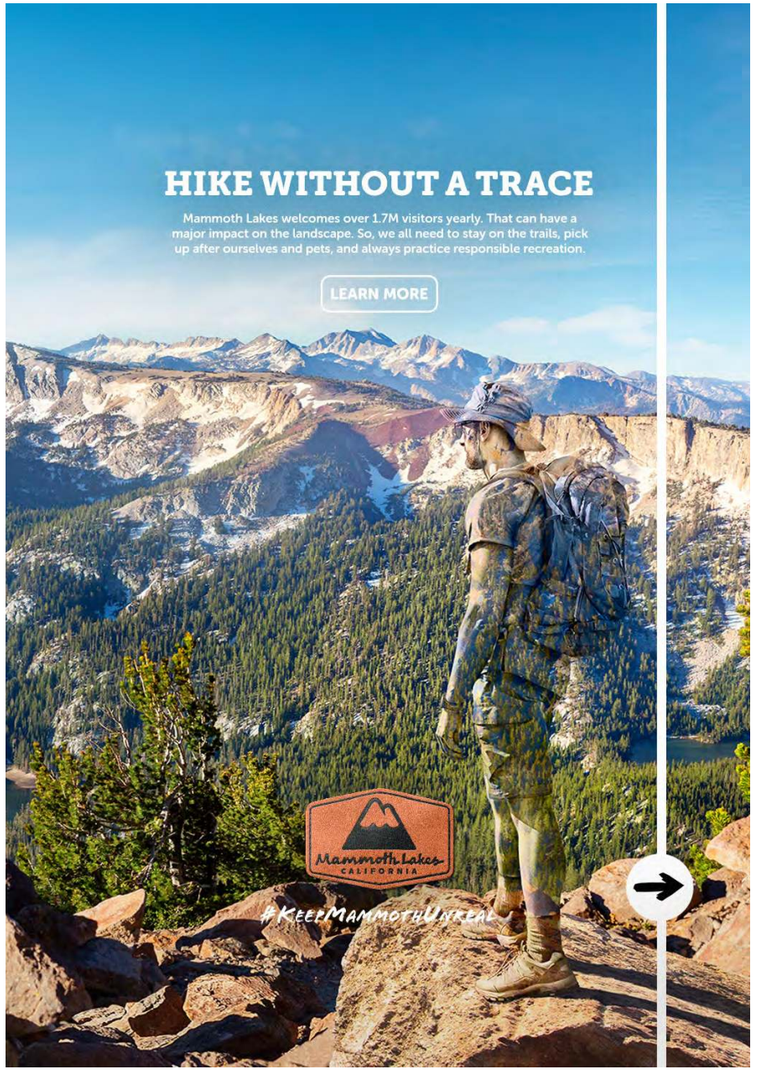


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Undertone High Impact Slider Mobile - Hike



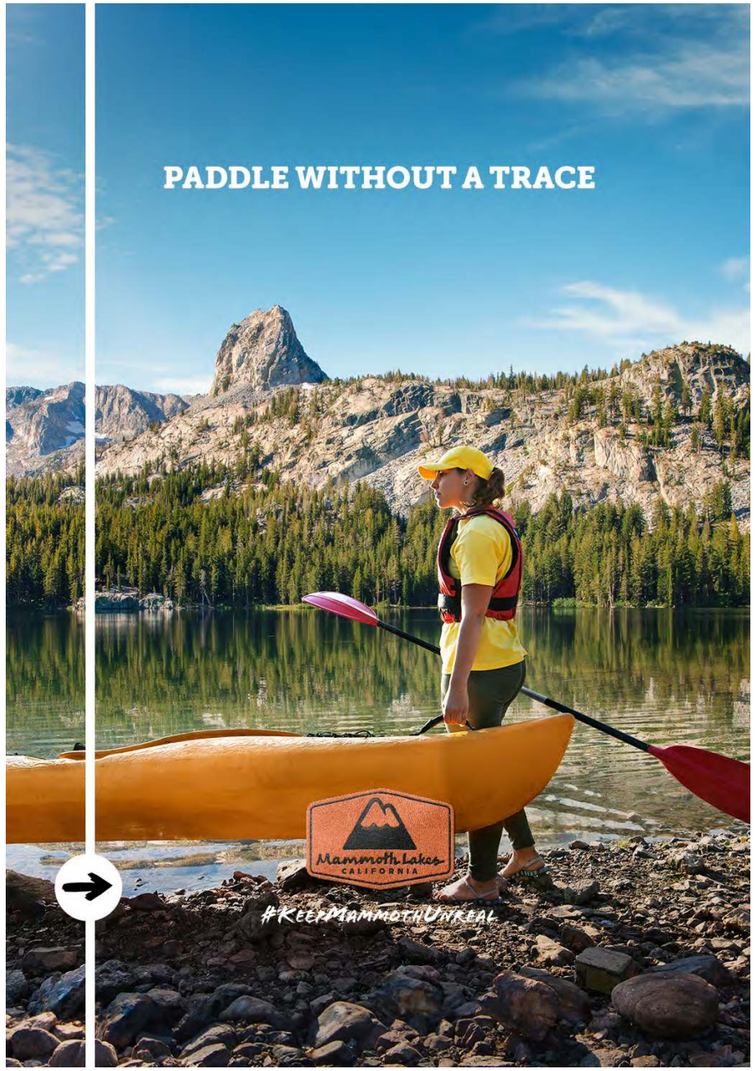
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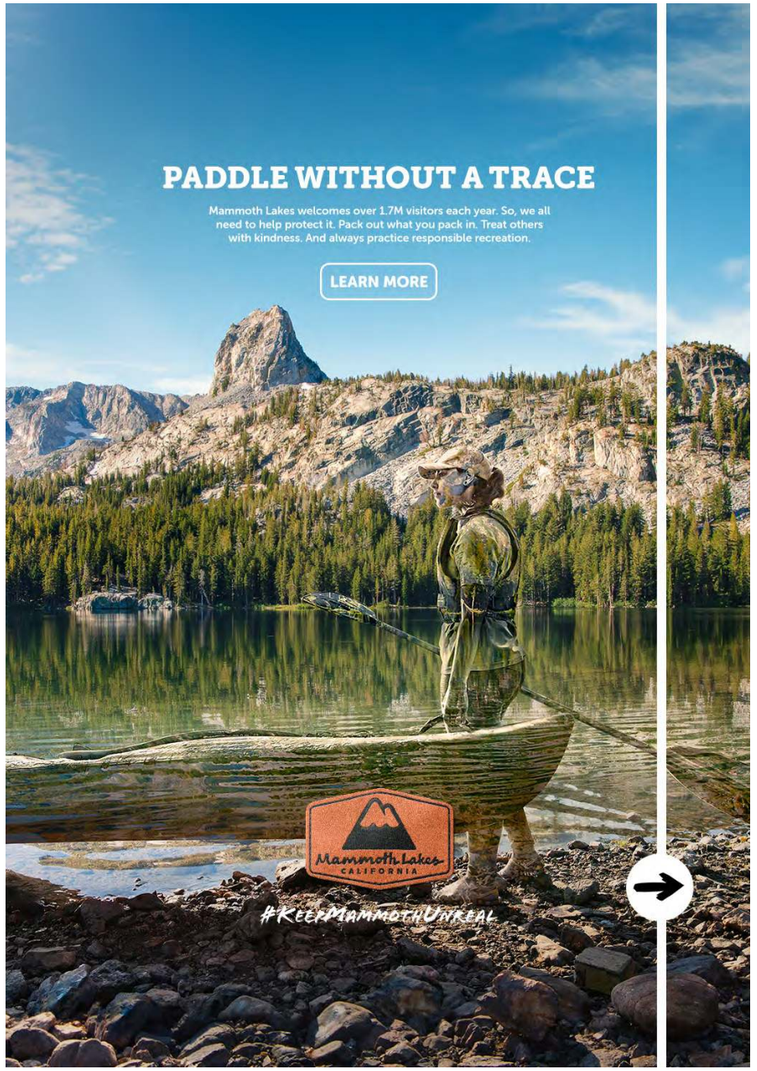
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Undertone High Impact Slider Mobile - Paddle



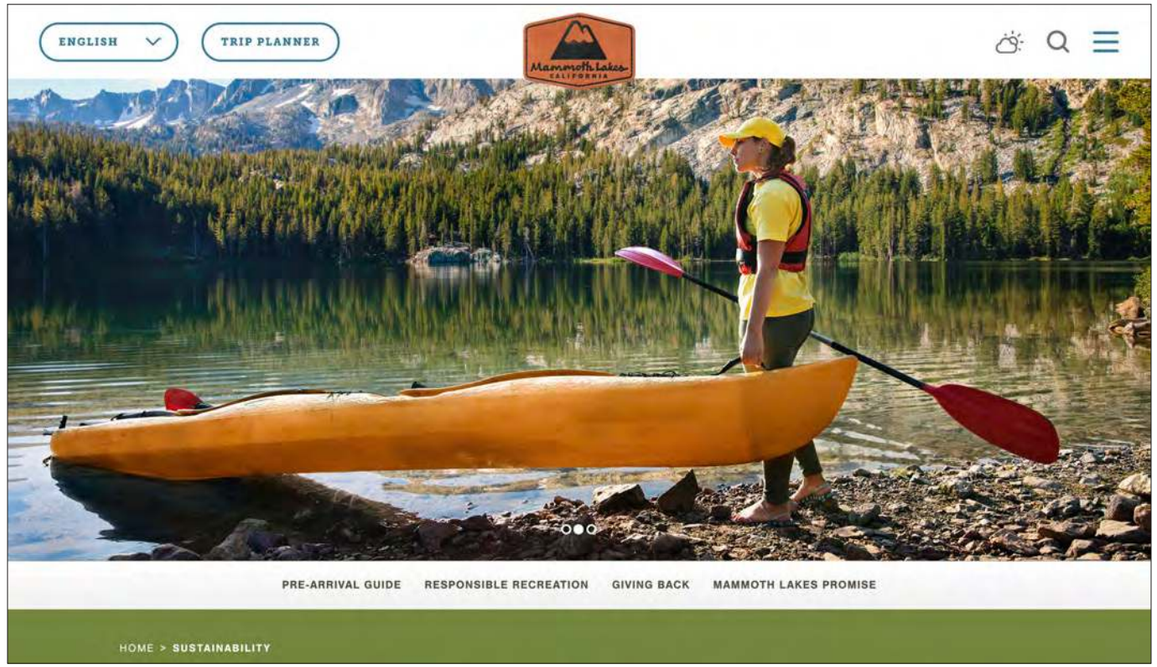
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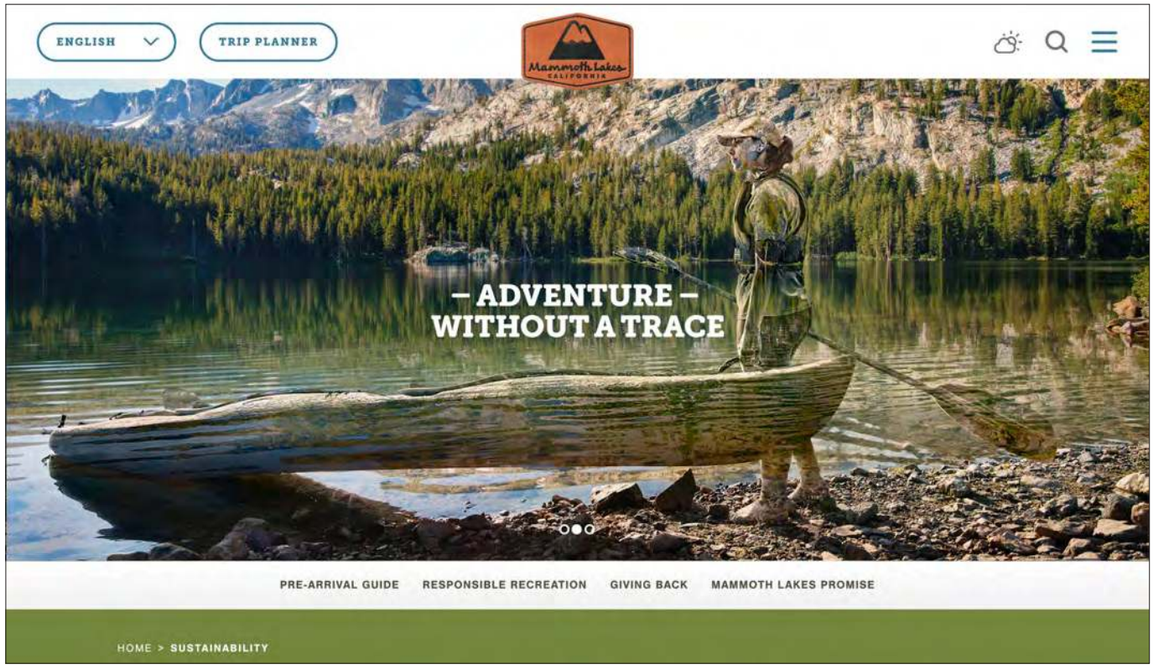


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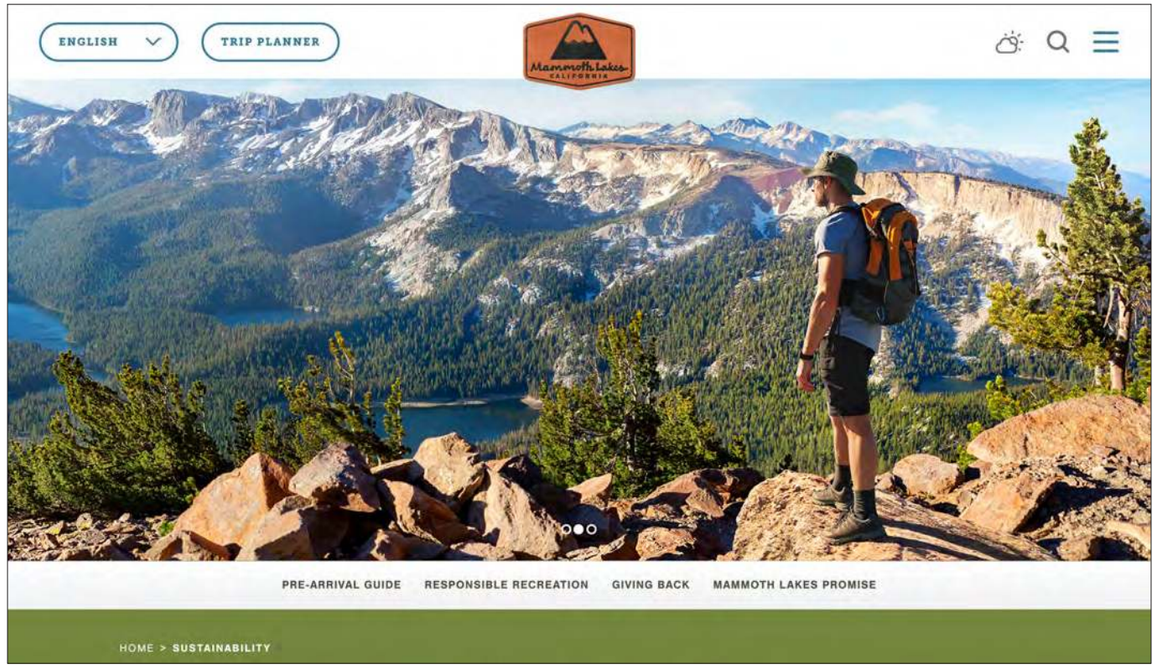
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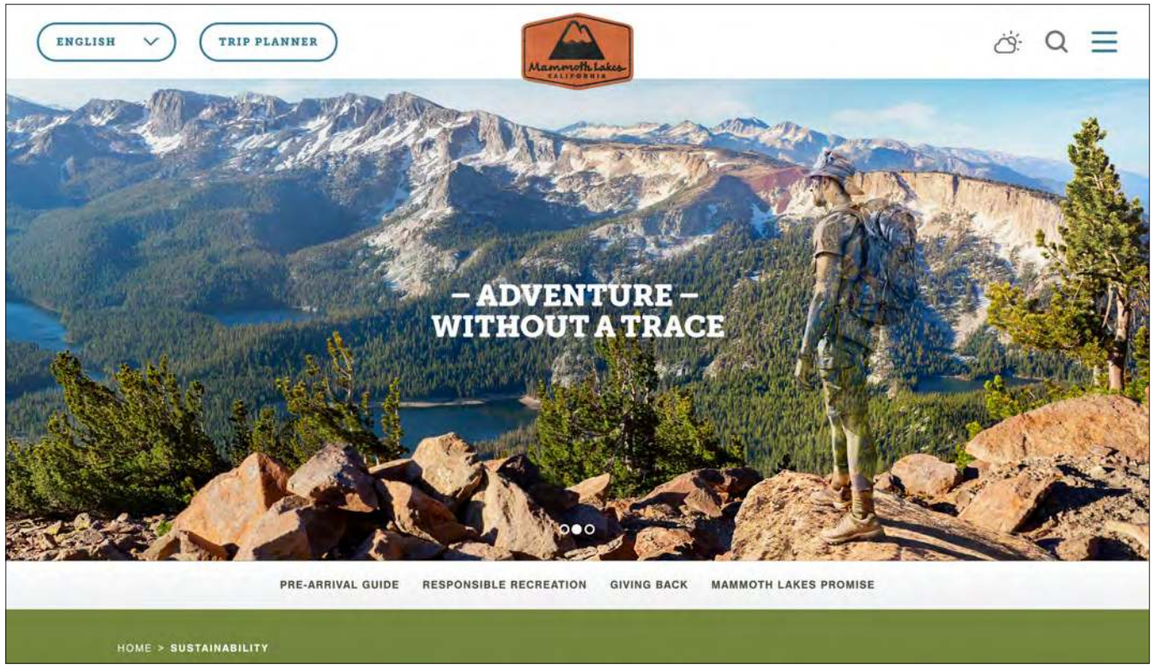
Landing Page





Landing Page

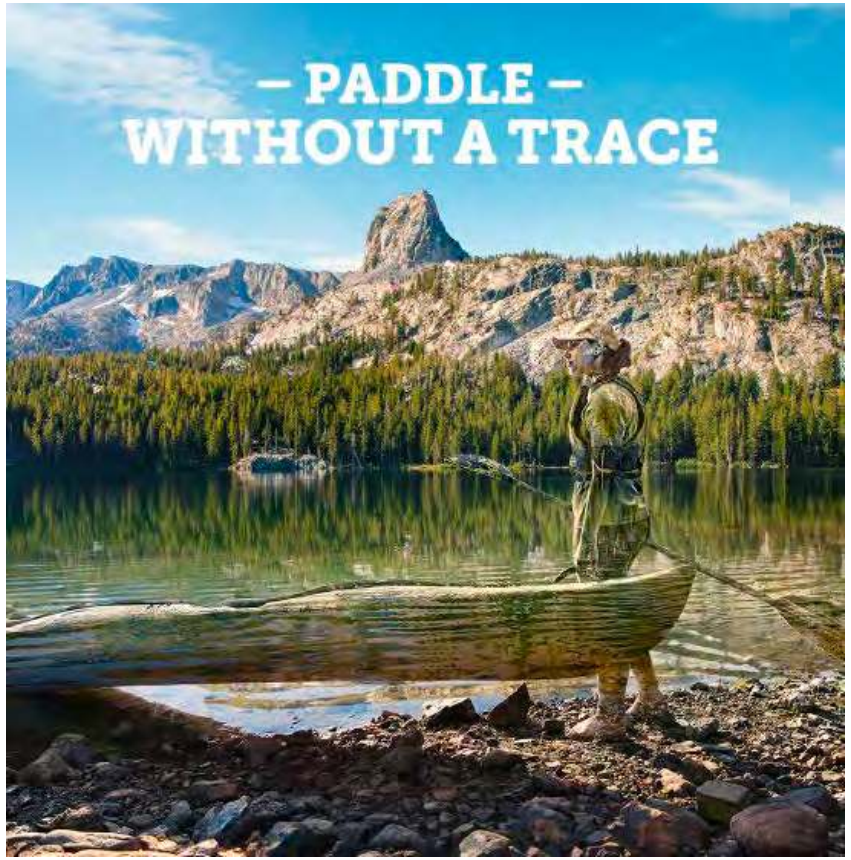




LAUNCH PLAN OVERVIEW

To support the rollout of the Adventure Without a Trace campaign, the following paid, earned, and owned media tactics will be deployed throughout July and into Fall. This coordinated effort will help drive awareness, promote stewardship, and encourage community participation under the broader Keep Mammoth Unreal initiative.

PROGRAM PARAMETERS



Approach:
Adventure Without a Trace. The goal of this campaign is to motivate target audience prior to arrival to take care of Mammoth Lakes and be good stewards of the land during their visit.

Publishers: Facebook/Instagram and Undertone

Targeting:
Outdoor enthusiasts who have been previously exposed to MLT Brand and show intent to travel to the destination.

Budget: $20K | **Geo-Target:** CA+NV | **Timing:** July – Sep 2025

FACEBOOK/INSTAGRAM | BUY DETAILS

Buy Details	
Ad Units	Carousels, Stories
Budget	$8,000
Impressions	1,236,364
Awareness KPIs & Goals	
CTR	1.25%

Approach:
Social execution with Facebook/Instagram to extend reach of program

Incorporate carousels and stories to build awareness and encouraging responsible visitation

Targeting:
Retargeting qualified Spring/Summer Audience that have engaged with the brand and have signaled intent to travel to Mammoth Lakes.

Targeting Activities:
Adventure, Hike, Paddle

UNDERTONE | BUY DETAILS

UNDERTONE by PERION



Page Grabber Unit

Approach:
Leverage existing partnership with Undertone to retarget exposed users with stewardship message.

Buy Details	
Ad Units	Rich Media
Budget	$12,000
Impressions	3,680,000
Awareness & Engagement	
Onsite Engagement	10-12%
CTR	1-2%

Launch Plan Overview

Paid Media:

A phased rollout across paid social and in-market media maximizes visibility and engagement.

Early July:

- Static Social Carousels: Multi-panel units for more complete storytelling.
- In-Market Posters: Local presence reinforces campaign messaging for visitors already in Mammoth Lakes along with residents.

Mid-July:

- Video Social (Reels + Stories): Short-form video content for high engagement and sharing on Instagram and Facebook.
- High-Impact Slider Units: Interactive placements to extend reach beyond social.

Owned Media:

MLT's owned channels reinforce the campaign across July with targeted content and community engagement.

Early July:

- Post single image Hike Without a Trace content to FB and IG. And/or Carousels on IG.
- Follow up with additional hiking content, including reminders about Hiking Without a Trace and other sustainability efforts.

Mid July:

- Shift focus to paddling and water-based experiences, tying in sustainability best practices for waterways.

IG Stories + Highlights

- Post vertical video stories that emphasize key tips and visuals, then archive to the Sustainability IG highlight for long-term visibility.
- Encourage audiences to participate by sharing how they Adventure Without a Trace. Using the hashtag #KeepMammothUnreal to tie into the broader campaign narrative.

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Partner Engagement:

A partner-driven amplification plan will extend the campaign's message through trusted local voices and organizations.

Partner Toolkit via 5 in 5 Newsletter: Distribute a toolkit to regional partners with campaign messaging, social media assets, and guidance on how to support the initiative. Including:

- Clean, headline-free Without a Trace images for partners to use in their social feeds
- Example copy and additional guidance on language
- Poster executions in 11x17 and 8x11 sizes for placement in local businesses
- Instructions for integrating campaign into their newsletters

Potential Mammoth Mountain Collaboration:
Explore collaborative Instagram posts with Mammoth Mountain to increase campaign visibility.

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Without a Trace

Mammoth Lakes Tourism Partner Toolkit

ABOUT THE CAMPAIGN

In Mammoth Lakes, it's easy to feel a deep connection to the land. The Without a Trace in-market stewardship campaign taps into that emotion to inspire more mindful, respectful behavior, encouraging everyone to tread lightly and protect this place for future generations. Using striking visuals of people blending into the landscape, the message is clear: the best way to experience Mammoth Lakes is to leave no trace at all.

This is a strategic in-market campaign, directly served to individuals who are actively planning or have already booked a vacation to Mammoth Lakes. By leveraging targeted paid advertising, the campaign reaches these travelers with tailored stewardship messaging both before their arrival and once they are in destination, ensuring the message resonates at the most impactful moments of the travel journey.

HOW TO SUPPORT AS A PARTNER

As a partner, you can support the Without a Trace campaign by sharing visuals on social media and by displaying digital posters on screens in high traffic areas. Below, you'll find tools, including social media copy and visual assets, to help share the message.

SOCIAL MEDIA CONTENT

Hiking Post Copy *(pair with kayaking image)*

Option 1: Mammoth Lakes isn't here to be changed, it's here to be felt.
Walk gently, leave no trace, and help protect the magic of this unreal place.

Option 2: With over 1.7 million visitors yearly, we all need to do our part to keep Mammoth Lakes beautiful. Stay on the trail, pick up after yourself and your pets, use public transportation when possible, and do everything you can to leave no trace.

Paddling Post Copy *(pair with kayaking image)*

Option 1: Paddle through Mammoth Lakes, not over it.
Move gently, leave no trace, and help protect what makes this place truly unreal.

Option 2: With over 1.7 million visitors to Mammoth Lakes each year, it's more important than ever to take care of this incredible place. Pack out what you pack in, treat others with kindness, and always leave no trace.

Posting Instructions

- **Tag Visit Mammoth** | Instagram: @VisitMammoth Facebook: Visit Mammoth
- **Include the link below.** For Instagram, include it in the link in bio and add this copy into the post caption, "For more info, visit our link in bio." For Facebook, include the direct link within your caption.
  - https://www.visitmammoth.com/sustainability/
- **Add Hashtags:** #VisitMammoth #TheRealUnreal #KeepMammothUnreal

CONTENT LIBRARY

- Social Media Images
- Digital Posters

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Thank You

SHIPYARD
ENGINEERING BRAND LOVE

2024

Economic Impact of Visitors to Mammoth Lakes



Conducted by:

TOURISM ECONOMICS
AN OXFORD ECONOMICS COMPANY

Prepared for:
Mammoth Lakes Tourism



Introduction

The travel sector is an integral part of the Mammoth Lakes economy. Visitors generate significant economic benefits to households, businesses, and government alike and represent a critical driver of the area's future. In 2024, visitor-supported employment reached 4,096 jobs in the area, including indirect and induced impacts.

By monitoring the visitor economy, policymakers can inform decisions regarding the funding and prioritization of the sector's development. They can also carefully monitor its successes and future needs. This is particularly true for Mammoth Lakes as it builds upon its visitor economy.

To quantify the significance of the visitor economy in Mammoth Lakes, Tourism Economics developed a comprehensive model detailing the far-reaching impacts arising from visitor spending. The results of this study show the scope of the visitor economy in terms of direct visitor spending, along with total economic impacts, jobs, and fiscal (tax) impacts in the broader economy.

An IMPLAN input-output model was constructed for Mammoth Lakes. The model traces the flow of visitor-related expenditures through the economy and their effects on employment, wages, and taxes. IMPLAN also quantifies the indirect (supplier) and induced (income) impacts of the visitor economy. Tourism Economics then cross-checked these findings with employment and wage data for each sector to ensure the findings are within reasonable ranges.

Visitors included those who stayed overnight or traveled more than 50 miles to the destination. The primary source of the employment and wage data is the Regional Economic Information System (REIS), maintained by the Bureau of Economic Analysis. This is more comprehensive than Bureau of Labor Statistics (ES202/QCEW) data because sole-proprietors do not require unemployment insurance and are not counted in the ES202 data.

The analysis draws on the following data sources:

- STR, Inntopia DestiMetrics, and AirDNA: lodging performance data, including room demand, room rates, occupancy, and room revenue, for hotels and short-term rentals, respectively
- California Department of Tax and Fee Administration: taxable sales, by industry
- Visa Destination Insights: credit card spending data
- Mammoth Lakes Tourism: TOT lodging tax and TBID assessment revenue
- HDL Companies: Local sales tax collections for Mono County and Mammoth Lakes
- Bureau of Economic Analysis and Bureau of Labor Statistics: employment, wage, and consumer price index data, by industry
- OAG: Air transportation data for passengers to Mammoth Yosemite Airport

KEY FINDINGS

Key Findings

The Visitor Economy Drives Economic Impact

In 2024, visitors spent $495 million across Mammoth Lakes. Visitor spending decreased 0.4% year-over-year.

$495M
Visitor Spending

$592M
Total Business Sales

Economic Impacts of Visitors to Mammoth Lakes

Visitor spending of $495 million in 2024 generated a total economic impact of $592 million in Mammoth Lakes, including indirect and induced impacts. This total economic impact generated approximately $172 million in total labor income, sustained more than 4,096 total jobs, and generated $58 million in state and local tax revenues in 2024.

$172M
Total Labor Income

4,096
Total Jobs Supported

$58M
State and Local Taxes



TOURISM ECONOMICS

VISITOR VOLUME AND SPENDING

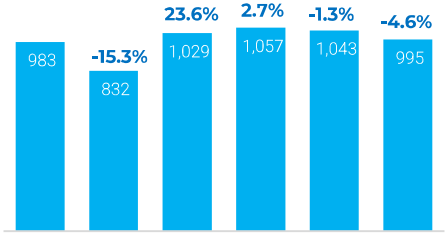


Lodging Demand and Visitor Spending

Lodging Demand

Room demand between hotels and short-term rentals in Mammoth Lakes decreased 4.6% in 2024 after a similar decline in 2023. Room demand levels remained elevated above 2019 levels.

Mammoth Lakes Lodging Demand
thousands of room nights



Source: STR, AirDNA



Source: Tourism Economics

Note: Lodging spending is calculated as an industry, including the value of second homes, short-term rentals. Transport includes both air and local transportation.

Visitor Spending

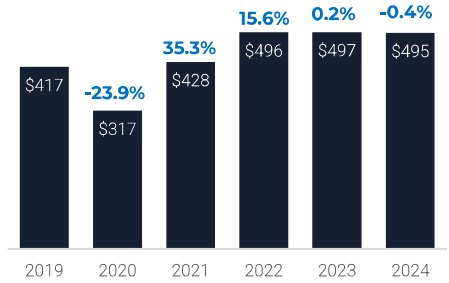
Visitors to Mammoth Lakes spent $495 million across various sectors in 2024.

Lodging spending, including the value of second homes and short-term rentals totaled $236 million in 2024, representing the largest share of visitor spending in Mammoth Lakes at 48%.

Food and beverage spending surpassed $95 million, 19% of the total.

Retail tallied $78 million, or 16% of visitor spending, while recreation, and transportation followed, accounting for 13%, and 4% of total spending, respectively.

Mammoth Lakes Visitor Spending
$ millions



Source: Tourism Economics

Visitor Spending Trends

After a record high in 2023, visitor spending in Mammoth Lakes fell 0.4% to $495 million in 2024. Visitor spending decreased year-over-year across all categories, but remained significantly elevated above pre-pandemic levels.

Among spending categories, recreation led the way in 2024, driven by purchases of ski lift tickets and other outdoor activities. Food and beverage stayed flat in 2024, while the retail sector declined 7.6%.

Transportation decreased 3.0%, driven by a decrease in the price of fuel.

Mammoth Lakes Visitor Spending

$ millions, 2024 percent change, and percent relative to 2019

	2019	2020	2021	2022	2023	2024	2024 Growth	% relative to 2019
Total visitor spending	**$417.1**	**$316.6**	**$428.5**	**$496.4**	**$497.1**	**$495.3**	**-0.4%**	**118.7%**
Lodging	$165.2	$132.8	$183.4	$211.7	$216.1	$210.3	-2.7%	127.3%
Second-home	$18.6	$19.9	$20.2	$19.1	$21.5	$25.5	18.7%	137.4%
Food & beverage	$85.0	$57.0	$76.7	$101.3	$95.8	$95.4	-0.5%	112.2%
Retail	$80.8	$67.6	$87.8	$94.8	$84.0	$77.6	-7.6%	96.0%
Transportation**	$16.8	$14.3	$18.4	$21.7	$20.2	$19.6	-3.0%	116.5%
Recreation	$50.6	$25.0	$42.0	$47.8	$59.4	$66.8	12.6%	132.0%

Source: Tourism Economics

* Lodging includes second home and short-term rental spending

** Transportation includes both ground and air transportation



Spending on **lodging remained the largest spending category** in 2024.

TOURISM ECONOMICS

ECONOMIC IMPACT METHODOLOGY

Economic Impact Methodology

Our analysis of the Mammoth Lakes visitor economy begins with direct visitor spending and analyzes the downstream effects of this spending on the broader economy. To determine total economic impact, we input direct spending into a model of the Mammoth Lakes economy, constructed using an IMPLAN input-output (I-O) model. The model traces the full extent of industry impacts as dollars flow through the local economy.

IMPLAN remains a nationally recognized and widely used modeling tool, the leading provider of economic impact data and analytics software. The model traces the full extent of industry impacts as dollars flow through the local economy.

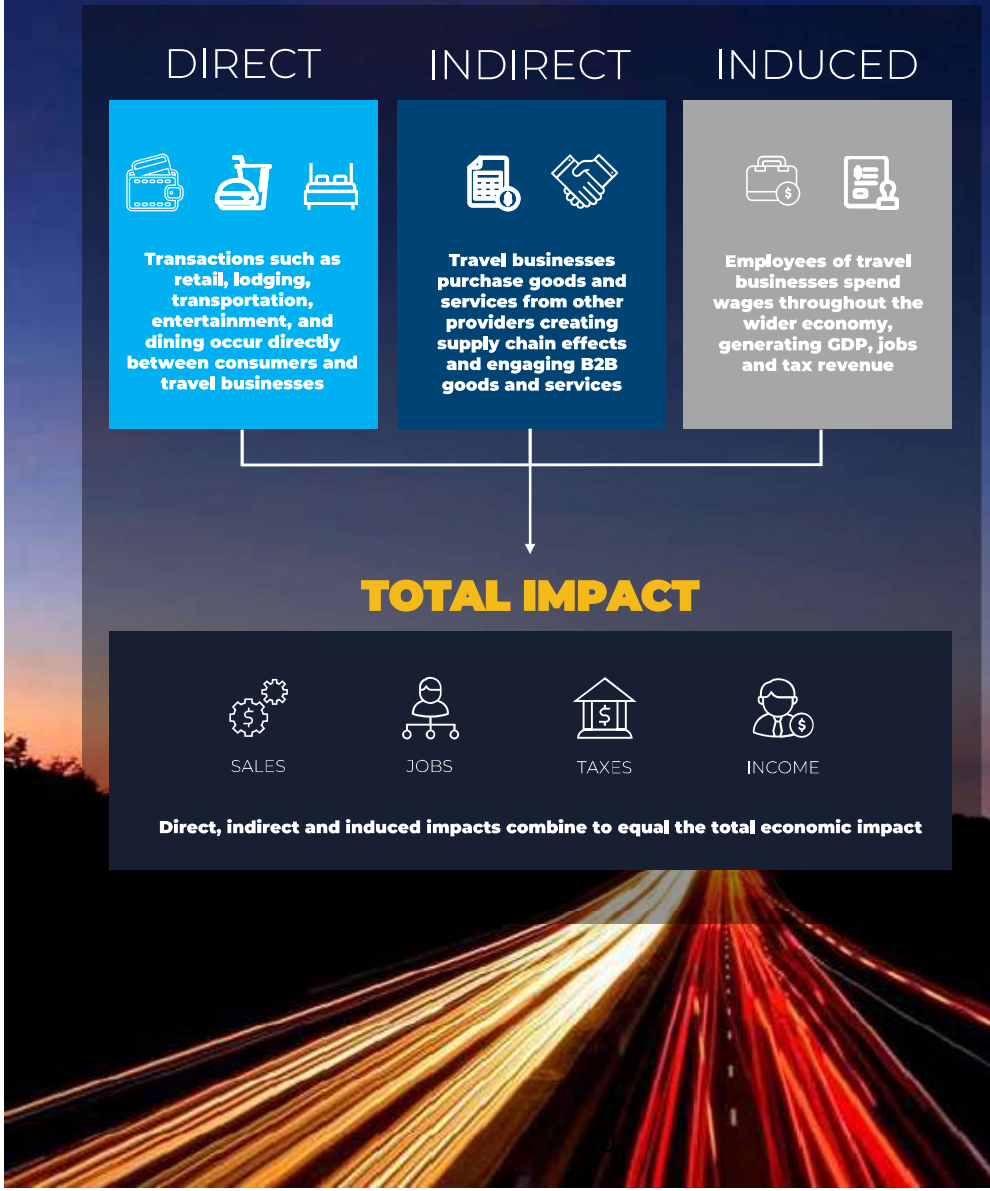
I-O models represent a profile of an economy by measuring the relationships among industries and consumers, quantifying three levels of impact:

1. **Direct impacts:** Visitor spending creates direct economic value within a discrete group of sectors (such as recreation and transportation). This supports a relative proportion of spending, jobs, wages, and taxes within each sector.
2. **Indirect impacts:** Each directly affected sector also purchases goods and services as inputs (e.g. food wholesalers, utilities) into production. These impacts are called indirect impacts or supply-chain effects.
3. **Induced impacts:** Lastly, the induced impact is generated when employees whose wages are generated either directly or indirectly by visitor spending spend those wages in the local economy. This is called the induced impact or income effect.

The Tourism Economics model calculates these three levels of impact—direct, indirect and induced—for a broad set of indicators, including:

- Spending
- Wages
- Employment
- Federal Taxes
- State Taxes
- Local Taxes

Economic Impact Framework



ECONOMIC IMPACT

Business Sales Impacts

Visitors contributed a direct impact of $495 million in 2024. This direct impact generated $96 million in indirect and induced impacts, resulting in a total economic impact of $592 million for the Mammoth Lakes economy.

$495M Direct Sales/ Visitor Spending + **$55M** Indirect Sales + **$41M** Induced Sales = **$592M** Total Sales

Business Sales Impacts by Industry (2024)

$ millions

	Direct Business Sales	Indirect Business Sales	Induced Business Sales	Total Business Sales
Total, all industries	**$495.3**	**$55.0**	**$41.2**	**$591.5**
Lodging	$210.3	$0.0	$11.1	$221.4
Food & Beverage	$95.4	$8.2	$8.1	$111.7
Retail Trade	$77.6	$0.9	$3.1	$81.6
Recreation and Entertainment	$66.4	$0.6	$1.7	$68.7
Finance, Insurance, Real Estate	$25.7	$20.8	$3.1	$49.6
Gasoline Stations	$15.1	$0.0	$0.5	$15.6
Business Services		$10.7	$4.4	$15.1
Communications		$3.7	$1.6	$5.4
Construction and Utilities		$4.6	$0.6	$5.2
Other Transport	$4.3	$0.4	$0.3	$5.0
Government		$2.4	$1.5	$3.9
Education and Health Care		$0.0	$3.1	$3.1
Personal Services	$0.4	$1.1	$1.0	$2.6
Wholesale Trade		$0.9	$0.6	$1.4
Agriculture, Fishing, Mining		$0.2	$0.3	$0.5
Manufacturing		$0.4	$0.1	$0.5
Air Transport	$0.0	$0.0	$0.0	$0.0

Source: Tourism Economics



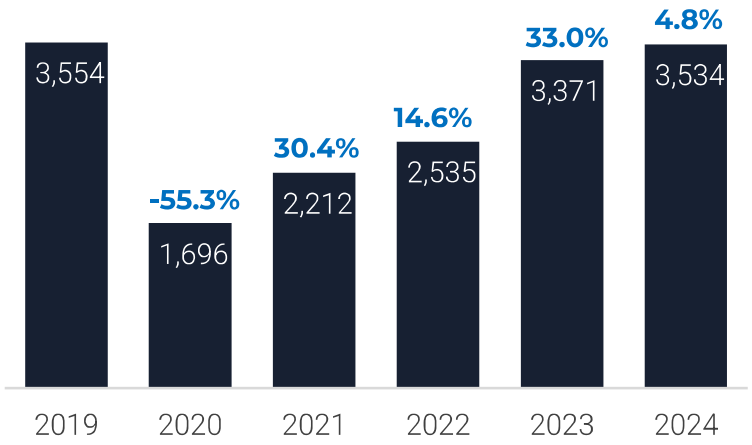


Direct Employment

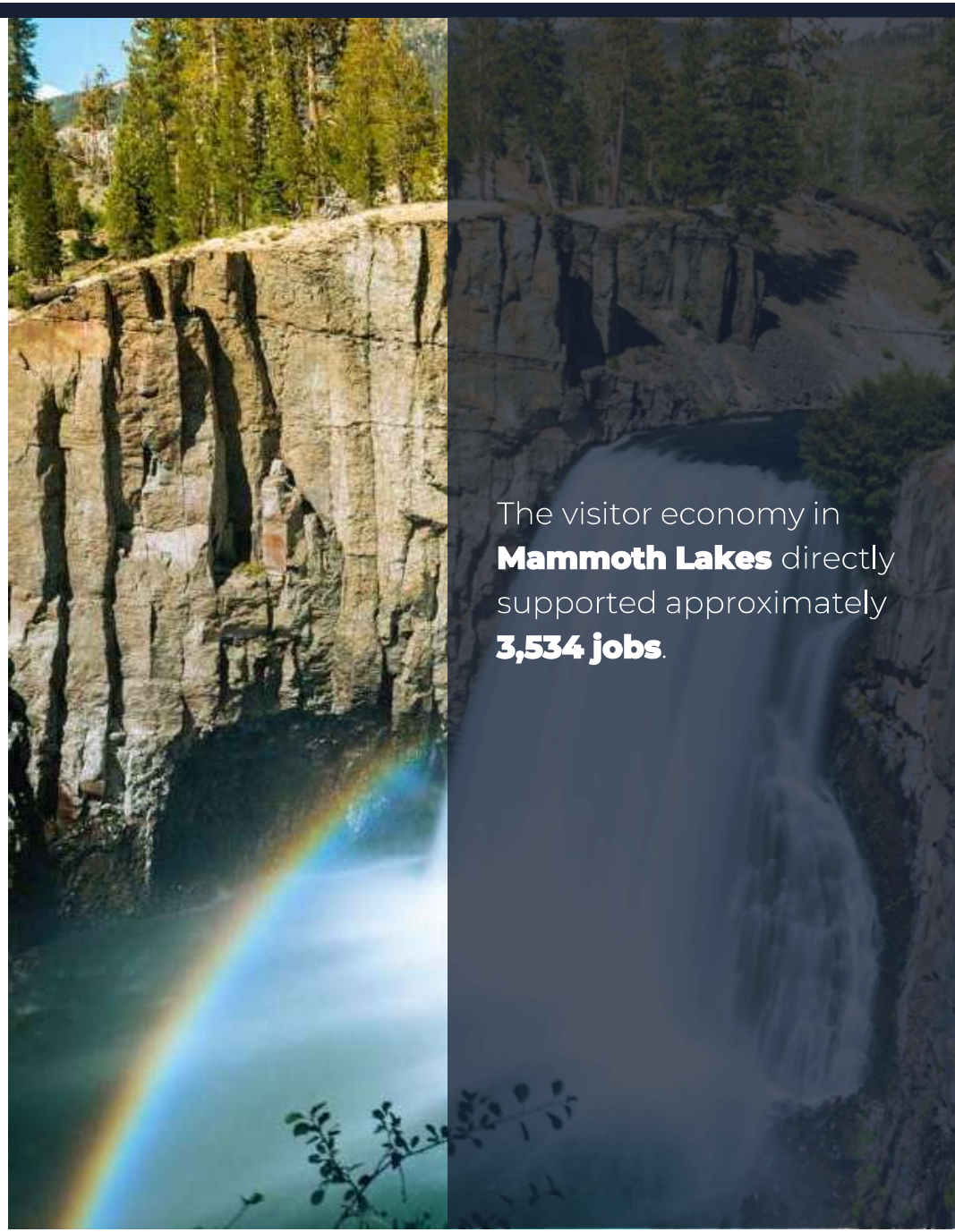
Direct visitor-supported employment reached 3,534 jobs in 2024, equivalent to a 4.8% year-over-year increase. Visitor-supported employment reached 99.4% of 2019, or 20 jobs short of pre-pandemic levels.

From 2019-2023, growth in visitor-supported employment trailed the recovery in spending due to a combination of factors, including price effects for visitor spending, increases in wages, and hesitancy of businesses to hire new employees after decreasing downsizing during 2020. In 2024, however, visitor-supported employment growth outpaced spending growth as employers continued to add capacity despite a contraction in visitor spending in 2024.

Visitor Supported Employment in Mammoth Lakes
number of jobs, direct only



Source: Tourism Economics



Employment Impacts

Visitor activity sustained 3,534 direct jobs in 2024 and 552 additional jobs from the indirect and induced impacts of visitor activity. The total jobs impact was equivalent to 39% of all jobs in Mammoth Lakes. Visitor spending supported the largest number of jobs in the food and beverage industry (1,495).

3,534 Direct Jobs + **330** Indirect Jobs + **232** Induced Jobs = **4,096** Total Jobs

Employment Impacts by Industry (2024)

number of jobs

	Direct Jobs	Indirect Jobs	Induced Jobs	Total Jobs
Total, all industries	**3,534**	**330**	**232**	**4,096**
Food & Beverage	1,341	85	69	1,495
Lodging	1,201	0	1	1,201
Retail Trade	477	8	28	513
Finance, Insurance, Real Estate	333	91	17	441
Recreation and Entertainment	100	9	19	128
Business Services		72	36	108
Personal Services	12	16	16	44
Gasoline Stations	41	0	2	43
Other Transport	28	3	2	33
Construction and Utilities		24	4	27
Education and Health Care		0	25	25
Government		11	7	19
Communications		6	3	10
Wholesale Trade		3	2	6
Agriculture, Fishing, Mining		1	1	2
Manufacturing		1	0	1
Air Transport	1	0	0	1

Source: Tourism Economics





Labor Income Impacts

Visitor activity generated $142 million in direct labor income and a total of $172 million including indirect and induced impacts.

$142M Direct Labor Income + **$18M** Indirect Labor Income + **$12M** Induced Labor Income = **$172M** Total Labor Income

Labor Income Impacts by Industry (2024)

$ millions

	Direct Labor Income	Indirect Labor Income	Induced Labor Income	Total Labor Income
Total, all industries	**$141.8**	**$17.8**	**$12.1**	**$171.7**
Lodging	$68.7	$0.0	$0.0	$68.7
Food & Beverage	$32.2	$3.5	$2.9	$38.7
Finance, Insurance, Real Estate	$18.0	$4.5	$0.7	$23.2
Retail Trade	$15.5	$0.3	$1.0	$16.9
Business Services	$0.0	$4.1	$2.5	$6.5
Recreation and Entertainment	$3.8	$0.1	$0.6	$4.5
Other Transport	$1.8	$0.2	$0.1	$2.1
Government		$1.3	$0.7	$2.0
Education and Health Care		$0.0	$2.0	$2.0
Construction and Utilities		$1.7	$0.3	$2.0
Gasoline Stations	$1.5	$0.0	$0.2	$1.7
Personal Services	$0.3	$0.6	$0.5	$1.4
Communications		$1.1	$0.2	$1.3
Agriculture, Fishing, Mining		$0.2	$0.2	$0.4
Manufacturing		$0.1	$0.0	$0.1
Wholesale Trade		$0.0	$0.0	$0.1
Air Transport	$0.0	$0.0	$0.0	$0.0

Source: Tourism Economics



Visitor spending drives income across industries, including **five industries with more than $5 million** in total income.

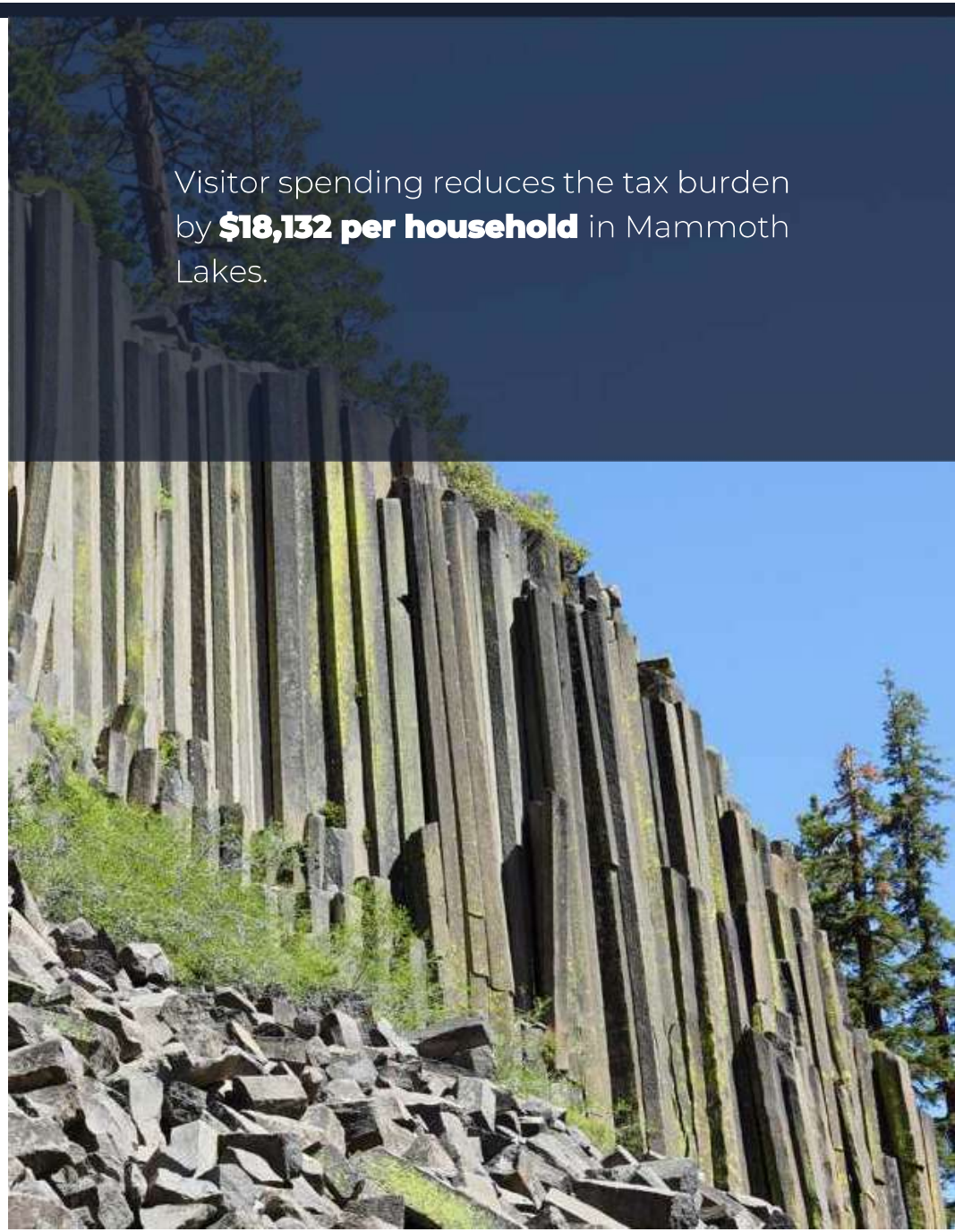
Fiscal (Tax) Impacts

Visitor spending, visitor supported jobs, and business sales generated $58 million in state and local (S&L) tax revenues in 2024. Each household in Mammoth Lakes would need to be taxed an additional $18,132 to replace the visitor-generated state and local taxes in 2024.

State and local fiscal (tax) impacts (2024)
$ millions

	Direct	Indirect & Induced	Total
Total Tax Revenues	**$87.6**	**$12.7**	**$99.0**
Federal Taxes	**$33.9**	**$7.6**	**$41.5**
Personal Income	$11.0	$2.9	$13.8
Corporate	$5.7	$1.2	$6.9
Indirect Business	$0.5	$0.1	$0.6
Social Insurance	$16.7	$3.5	$20.2
State and Local Taxes	**$53.7**	**$5.1**	**$57.5**
Sales	$18.1	$2.1	$20.2
Lodging	$27.7		$27.7
Personal Income	$2.8	$0.7	$3.5
Corporate	$2.9	$1.9	$3.5
Social Insurance	$0.7	$0.1	$0.8
Excise and Fees	$1.2	$0.2	$1.4
Property	$0.2	$0.0	$0.3

Source: Tourism Economics



RESULTS IN CONTEXT

Economic Impact In Context

$495M VISITOR SPENDING

The $580 million in visitor spending means that **$1.3 million** was spent **every day** by visitors in Mammoth Lakes, on average.

$172M DIRECT PERSONAL INCOME

The $172 million in direct income generated by the visitor economy is the equivalent of **$54,153 for every occupied household** in Mammoth Lakes.

4,096 DIRECT JOBS

The number of direct jobs sustained by the visitor economy (5,604) supported **39% of all jobs** in Mammoth Lakes.

$58M DIRECT LOCAL TAXES

The $58 million in state and local taxes generated by tourism is equivalent to **$18,132 per household** in Mammoth Lakes.



TOWN COUNCIL STAFF REPORT

Title: California Department of Fish and Wildlife Summer Update

Meeting Date: August 20, 2025

Prepared by: Lawson Reif, Outdoor Recreation Manager

RECOMMENDATION:

This is an information item only.

ANALYSIS:

Staff from the California Department of Fish and Wildlife (CADFW) will provide a presentation on their efforts related to wildlife, with added focus on bears, thus far in Summer 2025.

Town Council of Mammoth Lakes

Minutes of Regular Meeting

August 6, 2025, 2:30 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Mayor Chris Bubser, Councilmember Bill Sauser, Councilmember Brent Truax, Councilmember John Wentworth

Members Absent: Mayor Pro Tem Amanda Rice

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1. GROUNDBREAKING CEREMONY

1.1 The Town Council will participate in a groundbreaking ceremony for the McCoy Arts and Cultural Center (MACC) and a tour of the Edison Theatre renovations at 100 College Parkway.

Members of the Town Council participated in the groundbreaking ceremony and the tour.

2. CALL TO ORDER AND ROLL CALL

The Mayor called the meeting to order at 4:00 p.m. in the Council Chamber, 437 Old Mammoth Road, Suite Z, Mammoth Lakes.

Mayor Bubser thanked two people whose names were missed at the groundbreaking ceremony, Evan Russell and Dan Hayden.

3. PLEDGE OF ALLEGIANCE

Town Clerk Jamie Gray led the flag salute.

4. PUBLIC COMMENTS

Brianna Goico, President & CEO of the Mammoth Lakes Chamber of Commerce, gave an update regarding current Chamber activities. There was discussion among members of Council and Ms. Goico.

John Eastman said that the community needed information regarding the disappearance of bears in the community. He asked that the Town Council organize a public meeting for questions and answers regarding this issue. Town Manager Rob Patterson announced that at the next Town Council meeting on August 20, 2025, Department of Fish and Wildlife representatives would be in attendance to give an update and answer questions.

Betsy Truax, Mammoth Lakes Tourism (MLT) Vice President of Community Engagement, showed a video regarding the MLT campaign It's a Mammoth Thing: Beyond the Beauty. She announced the upcoming Trashy Thursday event.

Patricia Robertson, Executive Director of Eastern Sierra Community Housing (ESCH), gave an update regarding current ESCH activities. There was discussion among members of Council and Ms. Robertson.

5. ADDITIONS TO THE AGENDA

Town Manager Rob Patterson removed the closed session item from the agenda for this evening.

6. INTRODUCTIONS

6.1 Introduce new Equipment Mechanic Rigoberto Lemus Briviesca.

Lead Equipment Mechanic Luis Cepeda introduced Mr. Lemus Briviesca to the Council and the community.

6.2 Introduce new Permit Technician Trever Mann.

Community and Economic Development Director Nolan Bobroff introduced Mr. Mann to the Council and the community.

6.3 Introduce new Senior Accounting Assistant Darryl Vigil.

Finance Director Megan Chapman introduced Mr. Vigil to the Council and the community.

7. REPORTS FROM COMMISSIONS AND/OR DEPARTMENTS (AS NEEDED)

Office of Outdoor Recreation Manager Lawson Reif gave an update regarding current outdoor recreation activities. There was discussion among members of Council and staff.

Public Works Director Haislip Hayes gave an update regarding current public works activities.

Parks and Recreation Director Stuart Brown gave an update regarding current parks and recreation activities.

Office of Outdoor Recreation Manager Lawson Reif announced the new Host Hounds Program.

Pat Foster, Mammoth Lakes Tourism (MLT) Chair, gave an update regarding current MLT activities. There was discussion among members of Council and Mr. Foster.

Town Manager Rob Patterson thanked MLT for the car event. He spoke about the Town's social media efforts.

7.1 August 2025 Public Works Engineering CIP Update.

8. CONSENT AGENDA

Moved by Councilmember Bill Sauser
Seconded by Councilmember Brent Truax

Approve the Consent Agenda.

For (4): Mayor Chris Bubser, Councilmember Bill Sauser, Councilmember Brent Truax, and Councilmember John Wentworth

Absent (1): Mayor Pro Tem Amanda Rice

Carried (4 to 0)

8.1 Approve the minutes of the regular meeting of July 16, 2025.

8.2 Approve findings to continue the authorized emergency replacement of the Whitmore Pool roof as provided for in Resolution No. 25-47.

8.3 Approve findings to continue the authorized emergency installation of an aboveground waste oil tank as provided for in Resolution No. 25-48.

8.4 Accept Check Register 7/10/25 in the amount of $2,452,203.12. Accept Check Register 7/11/25 in the amount of $1,634,976.60. Accept Check Register 7/17/25 in the amount of $1,456,606.85.

9. POLICY MATTERS

9.1 Award Task Order for McCoy Arts and Cultural Center (MACC) testing and inspections to Triad/Holmes Associates.

Public Works Director Haislip Hayes outlined the information in the staff report. There was discussion among members of Council and staff.

Moved by Councilmember Brent Truax
Seconded by Councilmember Bill Sauser

Authorize the Town Manager to execute a task order with Triad/Holmes Associates for testing and inspection services at the MACC construction project as part of the existing On-Call Services Agreement, in the amount of $169,000, and authorize the Public Works Director to review and approve minor revisions to the Task Order to complete the project, within the project funding allocation.

For (4): Mayor Chris Bubser, Councilmember Bill Sauser, Councilmember Brent Truax, and Councilmember John Wentworth

Absent (1): Mayor Pro Tem Amanda Rice

Carried (4 to 0)

9.2 Award the contract for the Mammoth Yosemite Airport Multipurpose Building - Site Work Phase 1 Project to Meyers Earthwork, Inc. in the amount of $2,250,260.00.

Town Manager Rob Patterson outlined the information in the staff report. There was discussion among members of Council and staff.

Moved by Councilmember Bill Sauser
Seconded by Councilmember Brent Truax

Approve the plans and specifications. Award the contract to the lowest responsive bidder, Meyers Earthwork, Inc. in the amount of $2,250,260.00. Authorize the Town Manager to execute the construction contract. Authorize the Deputy Airport Manager to accept the project upon completion. Authorize the Deputy Airport Manager to review and approve

minor revisions to complete the project, up to an additional 10% of the award amount. Authorize the Town Manager to execute the FAA grants.

For (4): Mayor Chris Bubser, Councilmember Bill Sauser, Councilmember Brent Truax, and Councilmember John Wentworth

Absent (1): Mayor Pro Tem Amanda Rice

Carried (4 to 0)

9.3 Consider approval of an amendment to the Mammoth Lakes Housing, Inc. professional services agreement to extend the term of the agreement to December 31, 2025.

Community and Economic Development Director Nolan Bobroff outlined the information in the staff report. There was discussion among members of Council and staff.

Moved by Councilmember Bill Sauser
Seconded by Councilmember Brent Truax

Approve the First Amendment to the Professional Services Agreement with Mammoth Lakes Housing, Inc. to extend the term of the agreement to December 31, 2025.

For (4): Mayor Chris Bubser, Councilmember Bill Sauser, Councilmember Brent Truax, and Councilmember John Wentworth

Absent (1): Mayor Pro Tem Amanda Rice

Carried (4 to 0)

9.4 Authorize purchase of Hangar at Mammoth Yosemite Airport for storage of Town equipment.

Town Manager Rob Patterson outlined the information in the staff report.

Moved by Councilmember Bill Sauser
Seconded by Councilmember John Wentworth

Approve the purchase of Hangar A5 at Mammoth Yosemite Airport and authorize the Town Manager to execute a purchase and sale agreement for $203,000 to complete the purchase, pending final legal review.

For (4): Mayor Chris Bubser, Councilmember Bill Sauser, Councilmember Brent Truax, and Councilmember John Wentworth

Absent (1): Mayor Pro Tem Amanda Rice

Carried (4 to 0)

10. COUNCILMEMBER REPORTS

Councilmember Wentworth attended the Eastern Sierra Wildfire Alliance meeting, met with members of the Limelight team, attended the Mammoth Lakes Tourism Board meeting, met with Ryan Bobik of Whitebark, and attended the Eastern Sierra Sustainable Recreation Partnership (ESSRP) meeting.

Councilmember Truax attended the California Joint Powers Insurance Authority (CJPIA) annual board meeting, the Mono County Collaborative Planning Team meeting, the Clean Up the Lake dinner, and the National Night Out held at the Community Recreation Center (CRC) last night.

Councilmember Sauser attended the ribbon cutting ceremony at the McCoy Arts and Cultural Center (MACC) today.

Mayor Bubser attended the National Night Out event.

11. CLOSED SESSION

11.1 Pursuant to Government Code Section 54957.6.(a), Conference with Labor Negotiators, the Town Council will meet with its representatives, Town Manager Rob Patterson, Community and Economic Development Director Nolan Bobroff, Human Resources Manager Amanda Pelham, and Jack Hughes, Partner with Liebert Cassidy Whitmore, with respect to the following Employee Organizations: Mammoth Lakes Police Officers Association.

This item was removed from the agenda.

12. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

13. ADJOURNMENT

The Council adjourned the meeting at 5:07 p.m.

Jamie Gray, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Cancel the October 1, 2025 Town Council Meeting.

Council Meeting Date: 8/20/2025

Prepared by: Jamie Gray, Town Clerk

Recommended Motion: Cancel the meeting of October 1, 2025 and direct the Town Clerk to notice such cancellation.

Summary: The annual California Joint Powers Insurance Authority (CJPIA) Risk Management Educational Forum is scheduled in Carlsbad from October 1-3, 2025. At this year's conference, Assistant to the Town Manager Pam Koblarz is a 2025 Capstone Award Finalist for her efforts to promote risk management and minimize workplace exposure for the Town of Mammoth Lakes. Due to attendance at the conference, several staff members, including the Town Manager, will be absent from the October 1, 2025 Town Council meeting. Members of the Town Council are encouraged to attend this conference as well. The Council may want to consider cancelling this meeting.

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Accept the 2024 Community Indicators Report

Council Meeting Date: 8/20/2025

Prepared by: Nolan Bobroff, Community & Economic Development Director; Michael Peterka, Associate Planner

Recommended Motion: Accept the 2024 Community Indicators Reports.

Summary: The 2024 Community Indicators Reports uses indicators to report performance related to the "triple bottom line" sustainability goals of the community of Mammoth Lakes. These goals and indicator results reflect the interplay between the social, environmental, and economic factors affecting the community's well-being. The purpose of this report is to educate local residents, inform planning and other public resource allocation decisions, and attract new private capital to the community. The indicators in this report are influenced by sustainability actions taken by the Town of Mammoth Lakes (Mammoth Lakes), other public agencies, non-governmental organizations, private sector businesses, and local residents.

Preparation of the Annual Community Indicators Report is intended to implement General Plan Action Item L.1.A.2 which read "Prepare an Annual Community Indicators Report to monitor pace of growth and to plan for changing conditions."

Town of Mammoth Lakes:
2024 Community Indicators Report

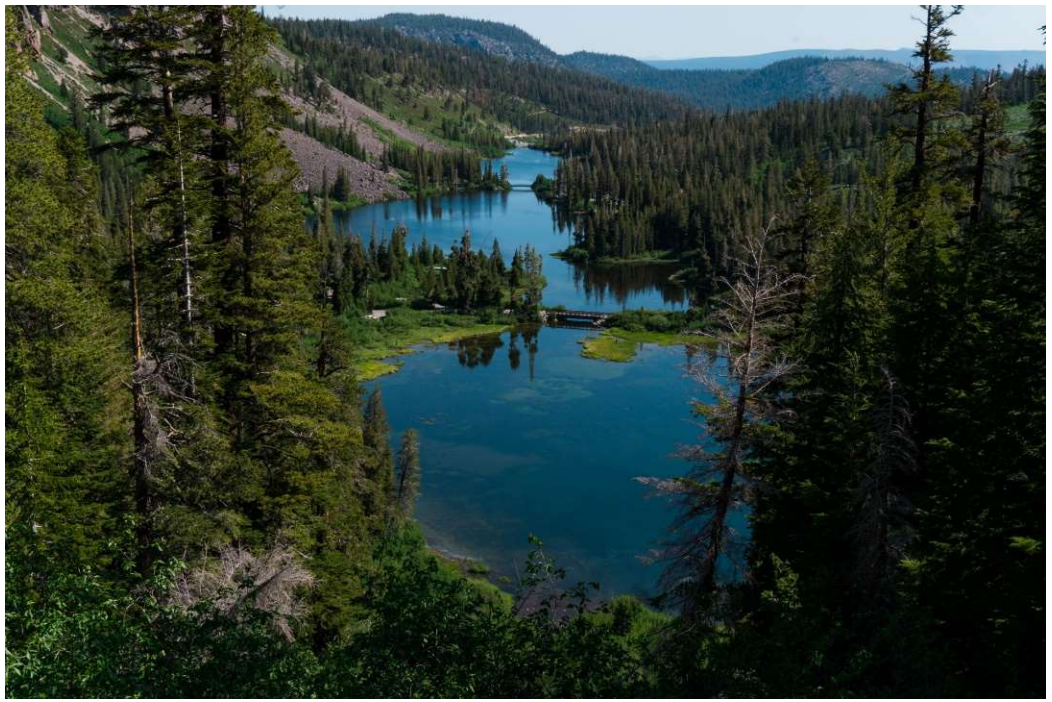


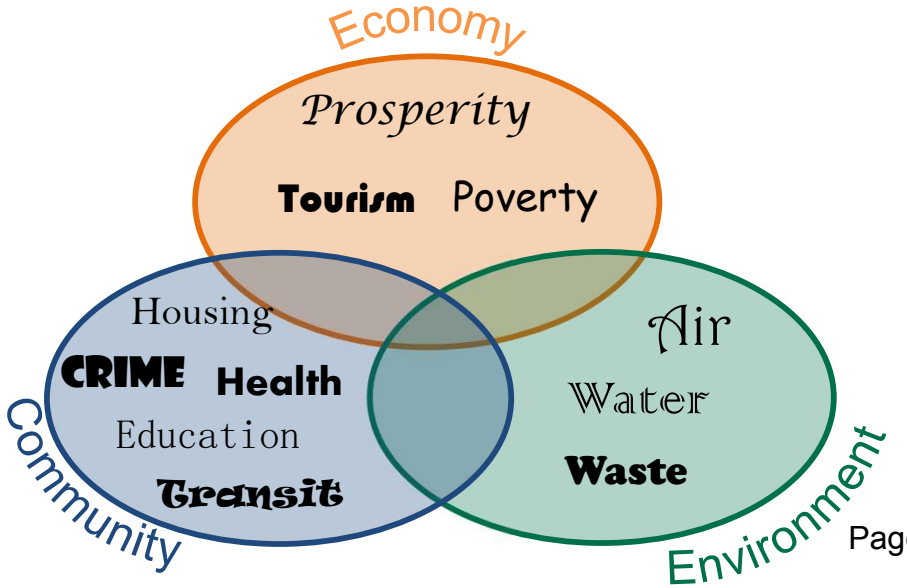



About the 2024 Mammoth Lakes Community Indicators Report

The 2024 Community Indicators Report uses indicators to report performance related to the "triple bottom line" sustainability goals of the community of Mammoth Lakes. These goals and indicator results reflect the interplay between the social, environmental, and economic factors affecting the community's well-being.

The purpose of this report is to educate local residents, inform planning and other public resource allocation decisions, and attract new private capital to the community. The indicators in this report are influenced by sustainability actions taken by the Town of Mammoth Lakes (Mammoth Lakes), other public agencies, non-governmental organizations, private sector businesses, and local residents.





Mammoth Lakes Community Goals

This report ties on-the-ground actions to previous visioning, planning, and high-level policy development that resulted in the 2007 General Plan and associated Neighborhood District Plans. Reporting progress towards achieving the goals defined through these efforts is an important component of Mammoth Lakes' overall strategy of being prepared for reinvestment.

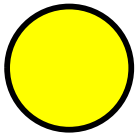
Community Vision

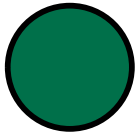
Surrounded by uniquely spectacular scenery and diverse four-season recreational opportunities, the community of Mammoth Lakes is committed to providing the very highest quality of life for our residents and the highest quality of experience for our visitors.

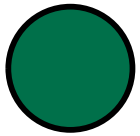
Executive Summary

Is the community of Mammoth Lakes becoming more sustainable?

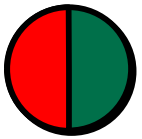
ECONOMY

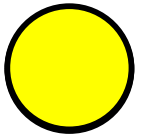
Poverty
Subsidized School Lunch Eligibility
(0.04% *decrease*)

(page 5)

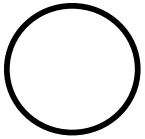
Prosperity
Sales Tax Revenue
(16% *increase*)

(page 6)

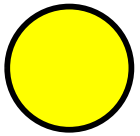
Tourism
Transient Occupancy Tax (TOT) Revenue
(26.32% increase)

(page 7)

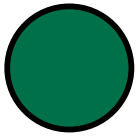
COMMUNITY

Housing
Median Home Price[1]
(11.96% *increase*)

(page 10)

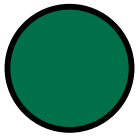
Education
Graduation Rates
(*1.35% decrease*)

(page 11)

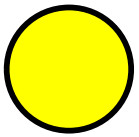
Health
Student Obesity Rates
(2024 *data not available*)

(page 12)

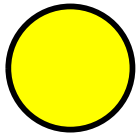
Crime
Law Enforcement Arrests
(2.74% Increase)

(page 13)

Transit
Local Transit Participation
(26.90% Increase)

(page 14)

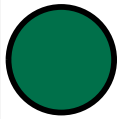
ENVIRONMENT

Air
Particulate Air Pollution
(18.21% decrease)

(page 16)

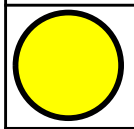
Water
Water Consumption
(2.62% *decrease*)

(page 17)

Waste
Recycling Rate
(2.69% *decrease*)

(page 18)

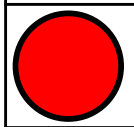
5-Year Trend Categories



Positive Trend
(> +3% change)



Neutral Trend
(0% - +/-3% change)



Negative Trend
(> -%3 change)

[1] The 5-year trend for median home prices can be viewed as a positive since it means home values remained high; but can be viewed as a negative since it indicates that homes in Mammoth Lakes are not affordable for the local workforce since a single-family home at the current median home price would require an annual income of over $265,000.

Disclaimer: All indicators are influenced by a wide range of factors that need to be understood to effectively use indicators in decision-making processes. This report is not meant to be a comprehensive analysis of the topics and indicators presented in this report, but rather provide a high-level understanding of how the community is doing in relation to its goals.

Economy

POVERTY

Subsidized School Lunch Eligibility

Participation in the federally subsidized school lunch program requires children to come from families with incomes at or below 130 percent of the federal poverty level. Subsidized school lunch program eligibility, therefore, is a direct measure of family poverty levels and is a proxy for household income in Mammoth Lakes.

"Being a great place to live and work"

General Plan: Vision #2

PROSPERITY

Sales Tax Revenue

Taxable sales are a measure of consumer activity in Mammoth Lakes. Trends in sales tax revenue reveal the economic health of residents and local businesses. Further, sales tax revenue funds government expenses such as police and road maintenance.

TOURISM

Transient Occupancy Tax (TOT) Revenue

Mammoth Lakes' economy is tourism-based. High altitude outdoor activities are the major economic and employment generator in the community, and the seasonal ebb and flow of visitors causes economic and employment fluctuation. Transient Occupancy Tax (TOT) revenues are a measure of visitor bed occupancy, as such, reflecting the health of the tourism sector in Mammoth Lakes.

"Achieve sustainable tourism by building on the area's natural beauty, recreational, cultural, and historic assets"

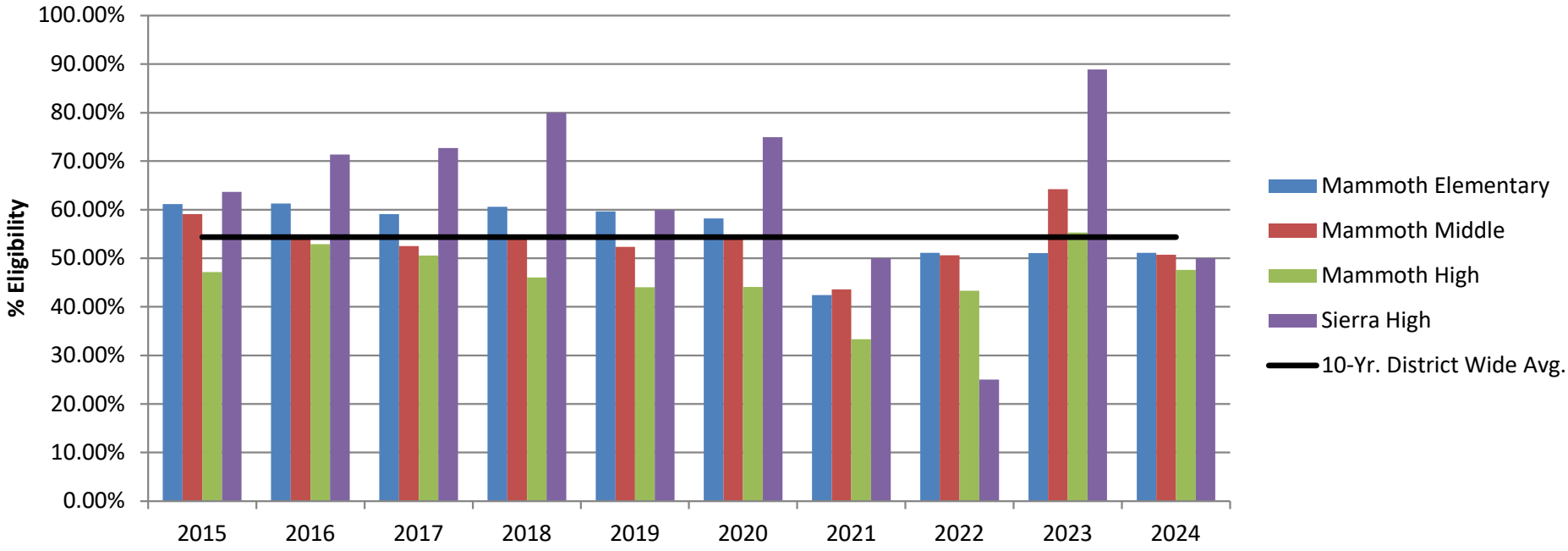
General Plan: Goal E.2

Economy: Poverty

Subsidized School Lunch Eligibility

Subsidized school lunch eligibility measures the percentage of students in Mammoth Unified School District (District) schools eligible for free and reduced priced meals through the National School Lunch Program. Free and Reduced Priced Meals (FRPM) are provided to low-income children before school, during school, after school and over the summer. Individuals from households earning less than 130% of the poverty level are eligible for free meals, while those from households earning 130-185% of the poverty level are eligible for reduced-price meals. The FRPM program is funded by the U.S. Department of Agriculture.

The 5-year trend in the FPRM eligibility districtwide has decreased by 0.04% annually over the past five years. In the 2023-2024 school year, the districtwide eligibility decreased for Mammoth Middle School, High School, and Sierra High and remained the same for Mammoth Elementary. When compared to the previous school year, the overall district population decreased by 6 students, while the number of eligible students decreased by 64 students. When compared to the 10-year average, the 2023-2024 student population was 52 students below the average (1112 vs 1164), and the number of eligible students was 66 students lower than the average (555 vs. 621).



Time Frame: School Year (September to June)

Data source: California Department of Education, Student Health & Support program

For additional information:

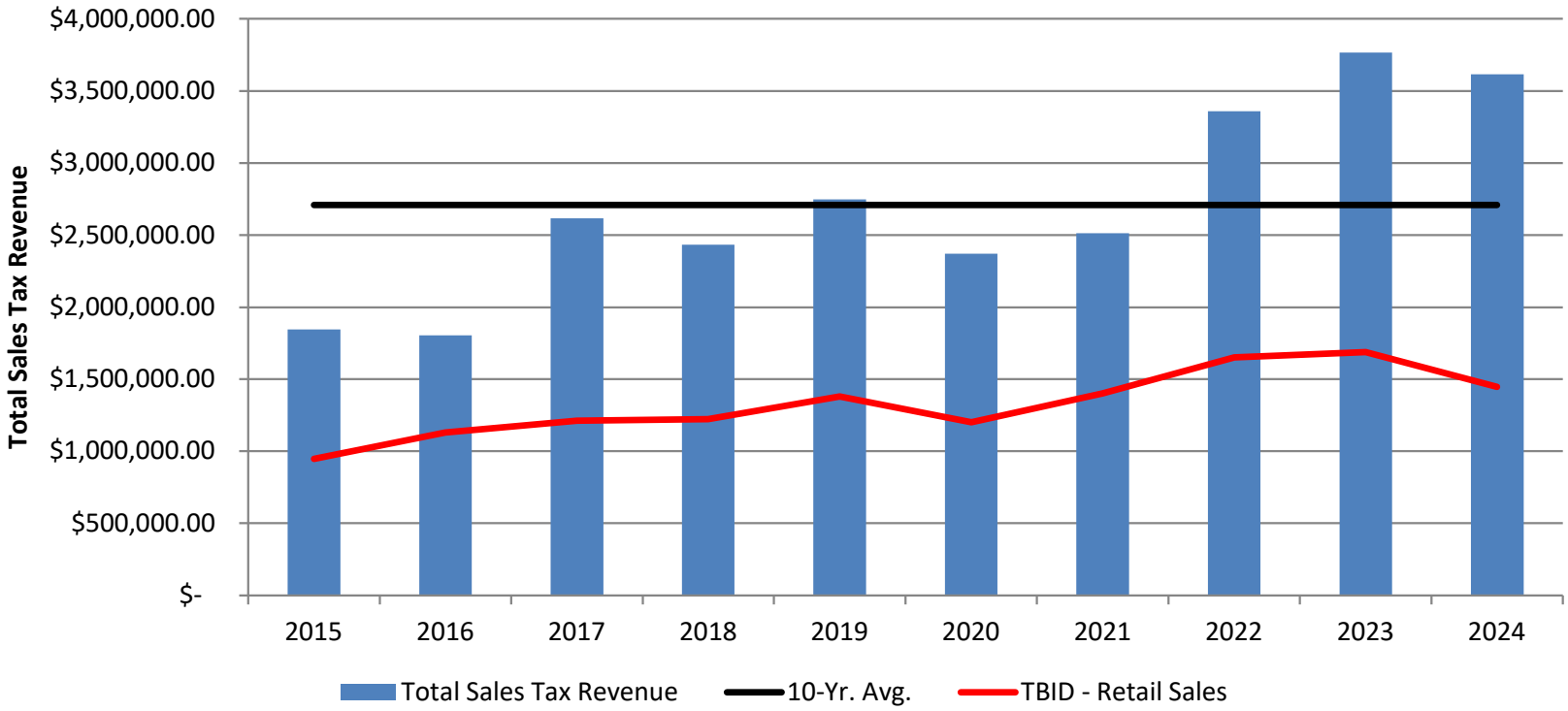
Mono County Office of Education, Website: http://www.monocoe.org/

Economy: Prosperity

Sales Tax Revenue

Sales tax revenue measures the sum of taxes collected by Mammoth Lakes for the sales of goods and services throughout the Fiscal Year (FY). The current the sales tax rate in Mammoth Lakes is 7.75%.

Total sales tax revenue decrease by ≈4% in FY 2023-24 from the record high the previous year. The 5-year trend shows a ≈16% increase annually over the past 5 years. The FY 2023-24 sales tax revenue was ≈25% higher than the 10-year average (≈$908k higher). In FY 2023-24, TBID generated from retail sales decreased slightly from last years all time high.



Time Frame: Fiscal Year (July 1 – June 30)
Data source: California Board of Equalization

For additional information:

Town of Mammoth Finance Department, Website: http://www.townofmammothlakes.ca.gov/index.aspx?nid=181

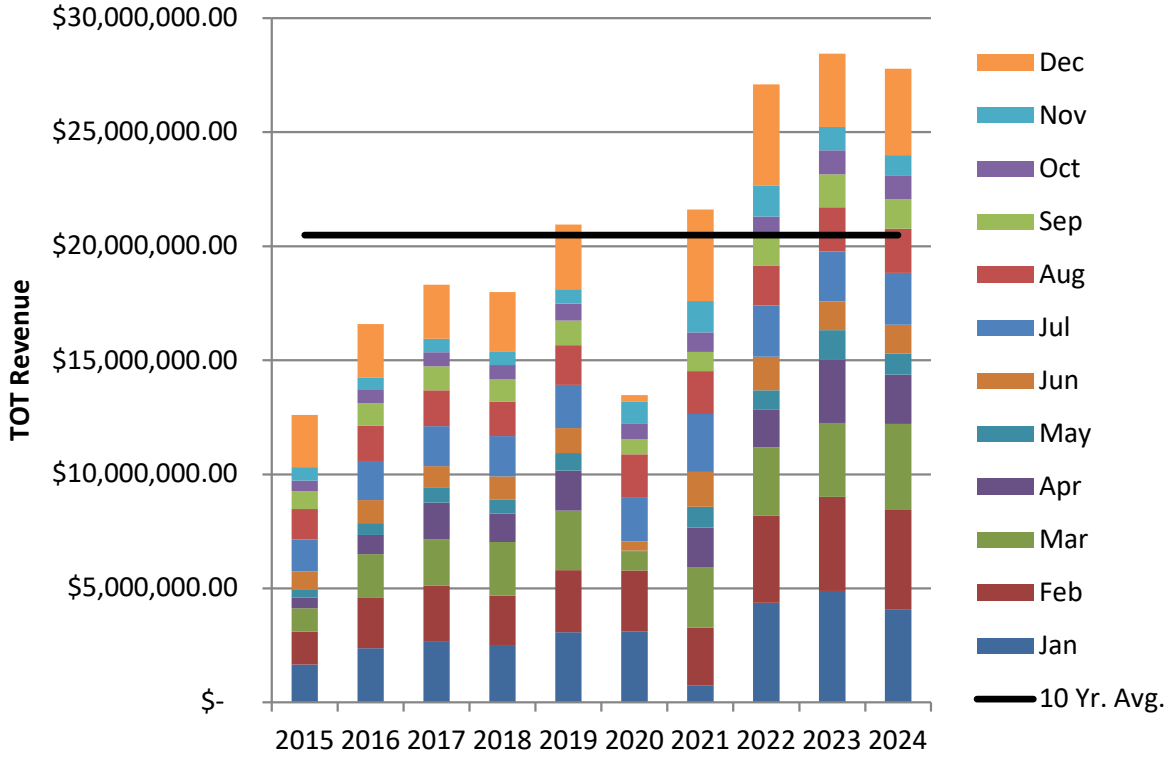
Economy: Tourism

Tourist Occupancy Tax (TOT) Revenue

TOT revenue measures the sum of the taxes collected by Mammoth Lakes on rental properties and hotel room rentals. The TOT rate through the end of 2024 in Mammoth Lakes was 13% and was increased to 15% effective January 1, 2025.

TOT revenue decreased ≈2% from 2023 to 2024, which was a decrease of approximately $669k. However, TOT revenue remained strong in 2024 with the collection of $27.7 million being the second highest amount on record for the Town (2023 remains as the highest TOT year).

The five-year trend indicates an increase of ≈26.32% annually, which still takes into account the lower TOT in 2020 due to COVID-19 restrictions. 2024 saw record breaking monthly TOT revenue in January, February, March, April, and August.



Time Frame: Calendar Year (January 1 - December 31)
Data source: Town of Mammoth Finance Department, *TOT Revenue Collection Tracking Report*

TOT Enforcement Program

In 2024, the Town continued to use Rentalscape to assist the Revenue Team in TOT enforcement . Rentalscape utilizes the latest data engineering technologies like machine learning, data analytics, computer science, and statistical modeling to provide high level insights and rental activity reports, while also allowing staff to drill down on specific properties. Partnering with Rentalscape provides the ability to monitor, discover, triage, and inspect local short-term rentals with a higher-level of accuracy, precision, and usability. In 2024, there were 43 TOT citations issued that resulted in an additional $297,106 in revenue.

For additional information:
Town of Mammoth Finance Department, Website: http://www.townofmammothlakes.ca.gov/index.aspx?nid=181

Community

HOUSING

Median Home Price

Home prices determine if local residents can afford to own their own home. Median home prices are used by real estate agents, buyers and sellers to inform home pricing and buying decisions, including potential buyers weighing the trade-offs of living outside of and commuting to jobs in Mammoth Lakes.

"Substantially increase housing supply available to the workforce"

General Plan: Goal L.2

EDUCATION

Graduation Rates

Graduation provides students with the opportunity to continue on to postsecondary education, access to higher lifetime earnings and more stable employment prospects. Higher graduation rates are a proxy for a more skilled workforce which makes Mammoth Lakes a more attractive place for business investment.

"Support high quality educational services and life-long learning resources within the community"

General Plan: Goal S.5

HEALTH

Student Obesity Rates

Children who are overweight or obese have an increased risk of health problems. In addition, children with health problems contribute to high costs on the local health care system and thereby the local economy. Promoting policies and creating environments that support physical activity and eating a healthy diet can help reduce rates of overweight and obese children, in turn making Mammoth Lakes a healthier community.

Student overweight/obesity data has not been available since the 2018-19 school year.

"Support high quality health care and child care for Mammoth Lakes' residents and visitors"

General Plan: Goal S.1

Community cont.

CRIME

Law Enforcement Arrests

A safe community encourages residents and visitors to Mammoth Lakes to be more active and engaged in the community. Crime can cause physical and emotional harm to victims, impacting an entire community and weakening morale and civic engagement of local residents.

"Keep Mammoth Lakes a safe place to live, work and play"

General Plan: Goal S.2

TRANSIT

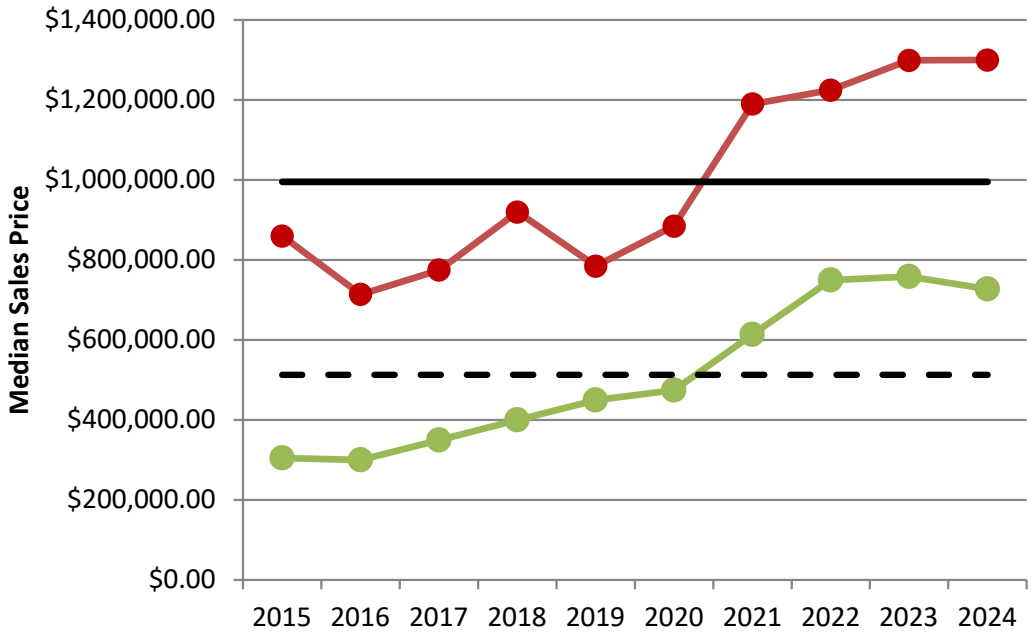
Local Transit Participation

A well-functioning public transportation system that fulfills the needs of local residents and visitors is one of the primary tools for reducing dependence on automobile travel. Automobiles are expected to be a primary source of Greenhouse Gas (GHG) emissions in the community. Furthermore, alternative transportation reduces the overall cost of transportation upkeep, reduces traffic congestion and reduces the number of traffic-related accidents.

"Provide a year-round local public transit system that is convenient and efficient"

General Plan: Goal M.5

Community: Housing



Time Frame: Calendar Year (January 1 – December 31)
Data source: Mammoth Lakes Multiple Listings Service (MLS)
Note: The SFR sales price data excludes mobile homes and Forest Service cabins.

Median Home Price

Median home price measures the annual median home sales price of homes sold in Mammoth Lakes. Median home price is the middle price in a series of sales, where half of the sales are of lower value and half are of higher value. The median is used instead of average to avoid the skew of outliers.

The 5-year trend indicates that the median SFR home price has increased $93,900 annually (≈12% change) over the past five years. The total number of SFRs sold in 2024 decreased from the number sold in 2023 (57 vs. 63) with the majority selling for more than $1 million. The 5-year trend for the median condo price shows an annual increase of $85,000 (≈14% change) over the past five years. The 2024 median condo price saw a slight decrease from the record high in 2023. ($727,500 vs $759,000).

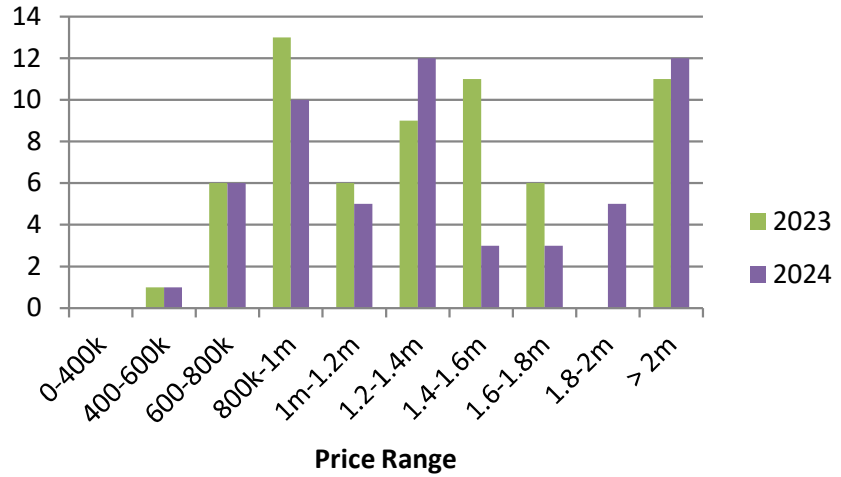
Income Levels Necessary for Home Purchase

Purchase Price	$600,000	$800,000	$1,000,000
Down Payment (20%)	$120,000	$160,000	$200,000
Income for Affordability	$130,000	$175,000	$220,000

Assumes a 6.5% interest rate across all loans, no HOA payment, no personal debt service, and 35% of income towards housing costs

Mammoth Lakes Housing, Inc., Website: http://mammothlakeshousing.com/

Price Range of SFRs Sold, 2023 and 2024



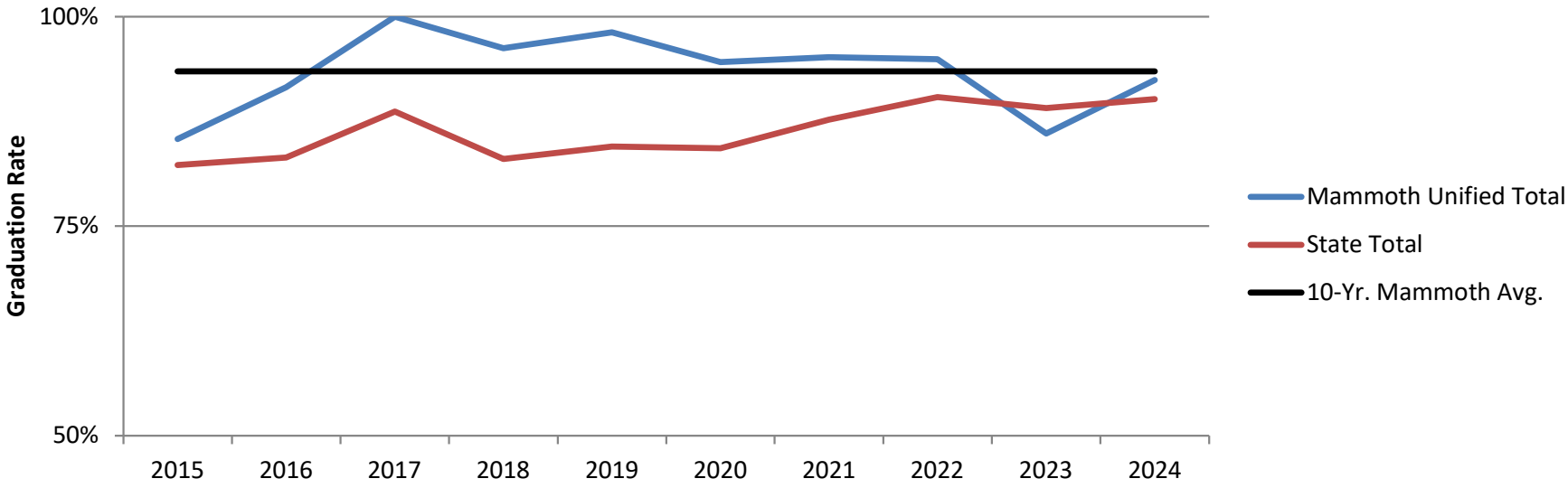
Community: Education

Graduation Rates

Graduation rates are a measure of the annual percentage of a group of students (cohort) from Mammoth Unified School District (District) high schools who enter high school and graduate within four years.

The 5-year trend indicates a decrease in the graduation rate by ≈1.42% each year. The 2023-2024 school year saw a 7.4 percentage point increase from the previous year's graduation rate. The 2023-24 graduation rate was 1.0 percentage point below the 10-year average of 93.5% for Mammoth Unified.

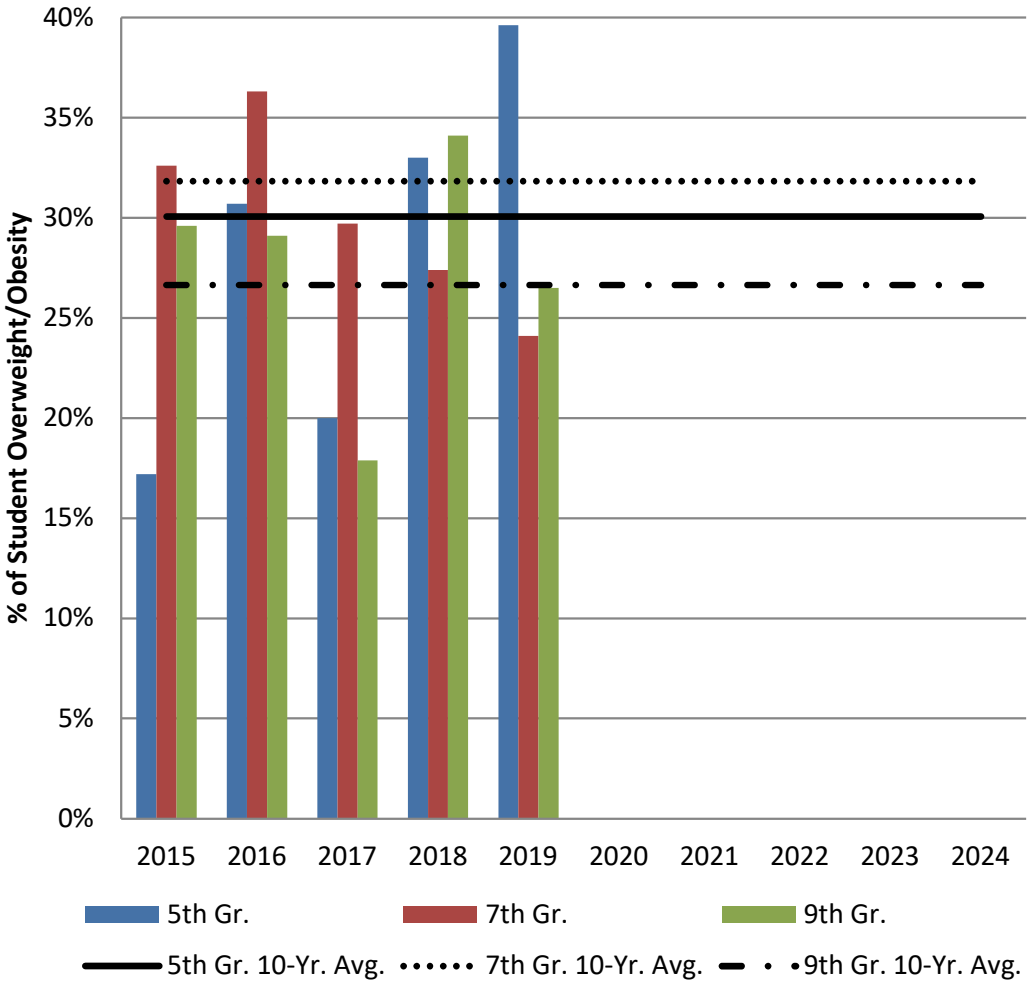
The 2023-24 Graduation rate from District high schools was 2.3 percentage points lower than the statewide graduation rate (92.5% vs. 90.2%). While the statewide graduation rates have increased over the last 10 years, there has been variability in the Mammoth Unified School District graduation rates, which have ranged from 100% to 85%. This can be attributed to the small student population in the district, and the substantial effect that a change of a few students can have on the overall percentage of graduates.



Time Frame: School Year (September to June)
Data source: California Department of Education, DataQuest Program

For additional information:
Mono County Office of Education, Website: http://www.monocoe.org/

Community: Health



Overweight is defined as students whose Body-Mass Index (BMI) is 85% or higher and Obese is defined as students whose BMI is 95% or higher.

Time Frame: School Year (September to June)
Data source: California Department of Education, Physical Fitness Testing Results

Student Overweight/Obesity Rates

Student overweight/obesity data has not been available since the 2018-19 school year.

Student overweight/obesity rates measure the percentage of all 5th, 7th and 9th grade students in the Mammoth Unified School District that are determined to be overweight or obese based on California Physical Fitness Testing. This test establishes a "healthy weight zone" based on statewide performance.

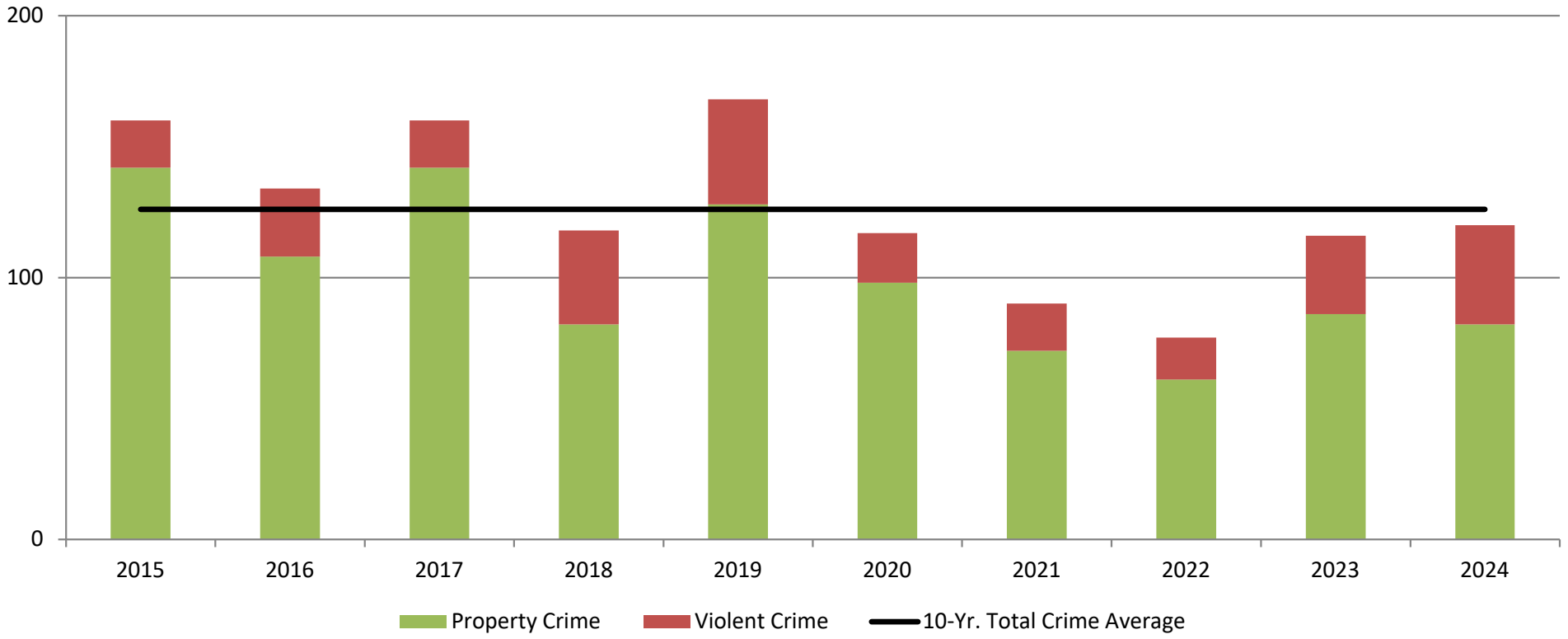
For additional information:
Mono County Health Department, Website: http://monohealth.com/public-health

Community: Crime

Law Enforcement Arrests

Law enforcement arrests measure the annual number of criminal arrests and referrals by law enforcement agencies for prosecution in Mammoth Lakes. Crime data is categorized as Violent Crime, crimes that generally include a weapon, bodily injury, or robbery; and Property Crime, crimes that generally result in damage to property including theft, burglary, or forced entry.

The 5-year trend for law enforcement arrests indicates that crime has increased slightly over the past five years. Crime rates over the past 10 years have been consistently lower than they were pre-2012. 2024 experienced an increase in the number of violent crimes from the previous year (38 vs 32) but a decrease in property crimes (82 vs 86).



Time Frame: Calendar Year (January 1 – December 31)
Data source: TOML Police Department

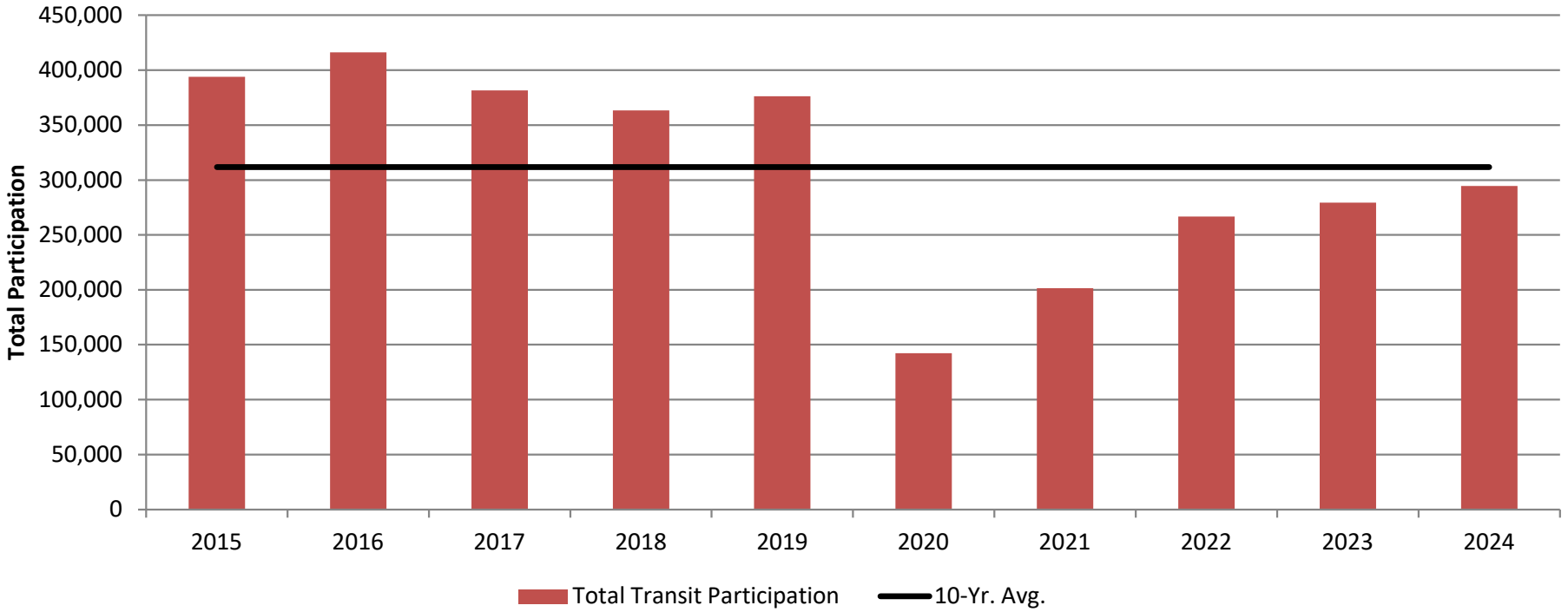
For additional information:
Mammoth Lakes Police Department, Website: http://www.j.mammothlakespd.org/

Community: Transit

Local Transit Participation

Local transit participation measures the total number of riders on all Mammoth Fixed Routes served by the Eastern Sierra Transit System, which operates regionally and within town limits.

Local transit participation decreased dramatically in 2020 as a result of the COVID-19 pandemic but has been rebounding back in the subsequent years. 2024 saw continued improvement in local transit participation; however, ridership remains ≈21% below 2019 levels. The 5-year trend for transit ridership shows a decrease of ≈26.90% annually over the past five years, which still takes into account the low 2020 ridership during the Covid-19 pandemic. 2024 transit ridership was ≈5% below the 10-year average.



Time Frame: Calendar Year (January 1 – December 31)
Data source: Eastern Sierra Transit Authority, Ridership Counts

For additional information:
Eastern Sierra Transit Authority, Website: http://www.estransit.com/CMS/

Environment

AIR

Particulate Air Pollution

Particulate air pollution impacts the health of community residents, aggravating respiratory conditions such as asthma and bronchitis. Furthermore, air pollution generated in Mammoth Lakes and throughout California from human activities such as the burning of fossil fuels and deforestation harm the ecosystems that support community residents as well as other terrestrial and aquatic species.

"Protect the health of community residents by assuring that the Town of Mammoth Lakes remains in compliance with or improving compliance with air quality standards"

General Plan: Goal R.10

WATER

Water Consumption

Freshwater supplies are a limited resource in Mammoth Lakes. Efficient use of freshwater supplies is needed to meet the needs of local residents and to support local industry. Increased demand for water has negative impacts on aquatic ecosystems, and imposes a financial burden on Mammoth Lakes to create new water supplies and/or additional treatments.

"Conserve and enhance the quality and quantity of Mammoth Lakes' water resources"

General Plan: Goal R.4

WASTE

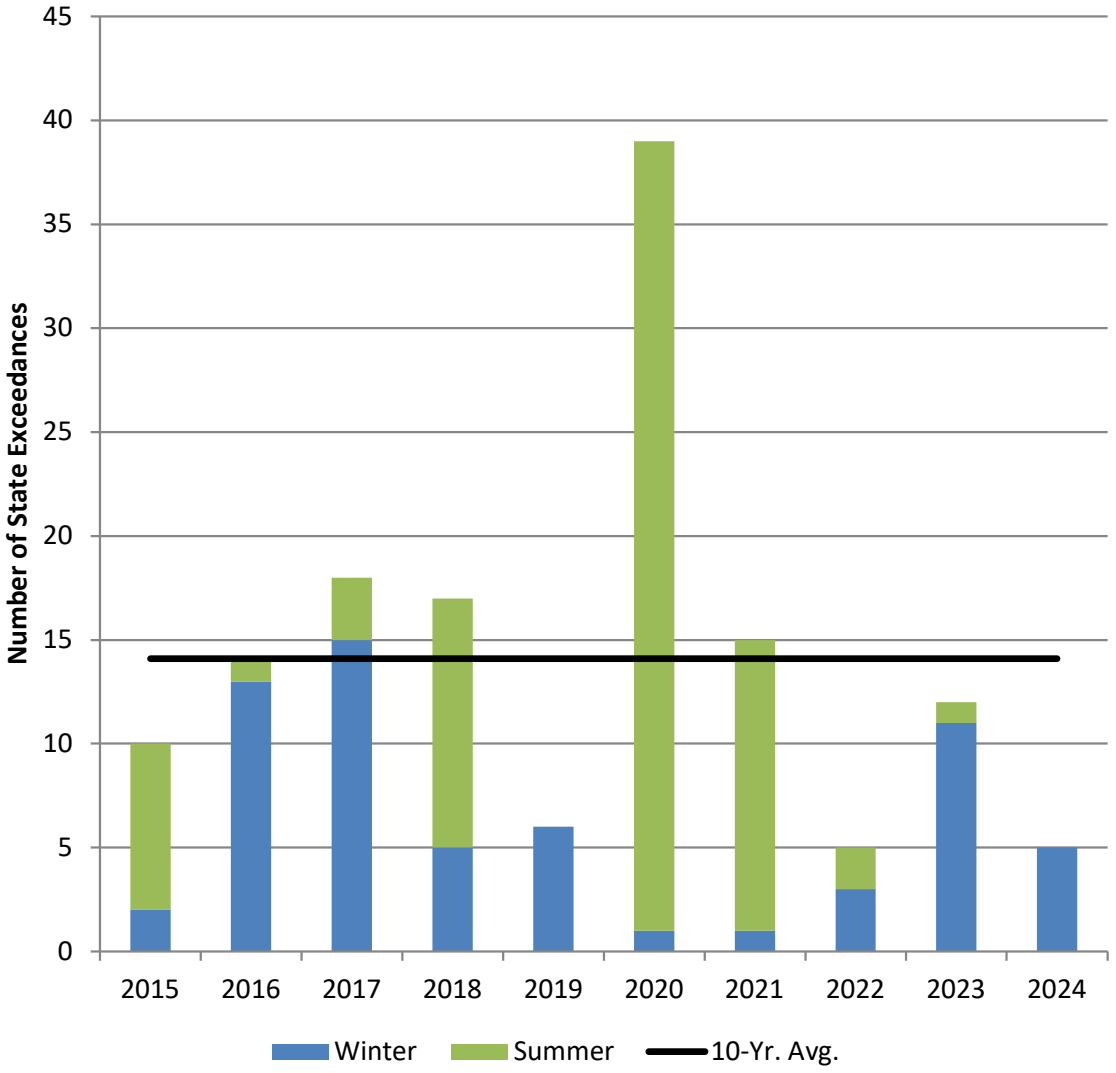
Recycling Rate

Solid waste disposal in landfills or incineration generates Greenhouse Gas (GHG) emissions, increases the risk of soil and groundwater contamination, and consumes non-renewable resources. Recycling minimizes these impacts and creates local jobs.

"Reduce volume of solid waste"

General Plan: Goal R.9

Environment: Air



Note: The breakdown of Summer vs. Winter exceedances is only available from 2010 to the present

Time Frame: Calendar Year (January 1 – December 31)
Data source: California Environmental Protection Agency, Air Resource Board

Particulate Air Pollution

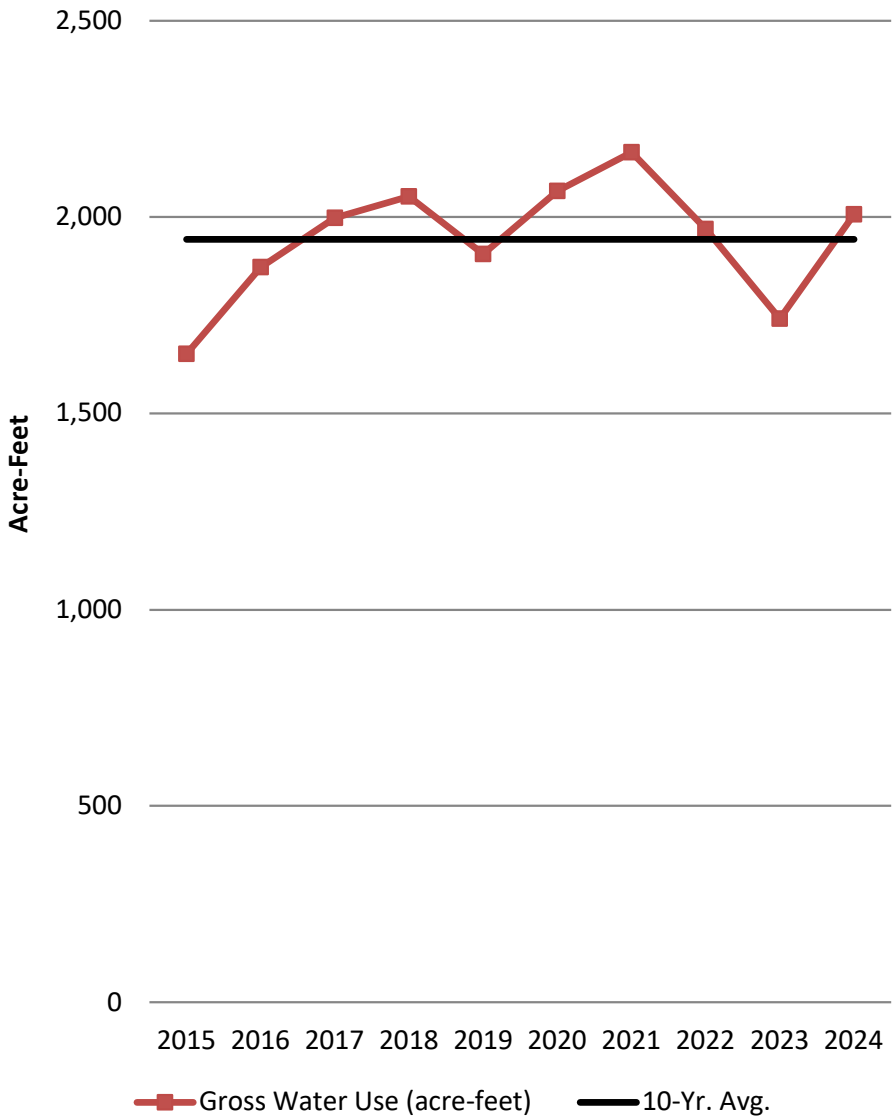
Particulate air pollution measures the total number of days Mammoth Lakes exceeds the California Air Quality Standard for Particulate Matter (PM10) each year. PM10 includes particles with a diameter of 10 microns or less. The California Air Quality Standard for PM10 is 50 µg/m3, measured as a 24-hour average. The Federal Standard for PM10 is a less stringent 150 µg/m3, measured as a 24-hour average.

The 5-year trend for air quality has seen an ≈18% decrease annually in the number of exceedances of the State air quality standard. In 2024, Mammoth Lakes exceeded the California Air Quality Standard for PM10 on 5 days, which was below the 10-year average of 14 days. All 5 exceedances in 2024 were during the winter season and were determined to be the result of residential woodburning. None of the exceedances in 2024 were related to wildfire smoke.

There has not been an exceedance of the Federal PM10 standard that was not later determined to be an exceptional event since 1993. An exceptional event is defined by the US EPA as an unusual or naturally occurring event that affects air quality, but are not reasonably controllable (e.g., wildfire smoke).

For additional information:
Town of Mammoth Lakes Planning Department, Website: http://www.townofmammothlakes.ca.gov/

Environment: Water



Time Frame: Calendar Year (January 1 – December 31)
Data source: Mammoth Community Water District, Urban Water Management Plan

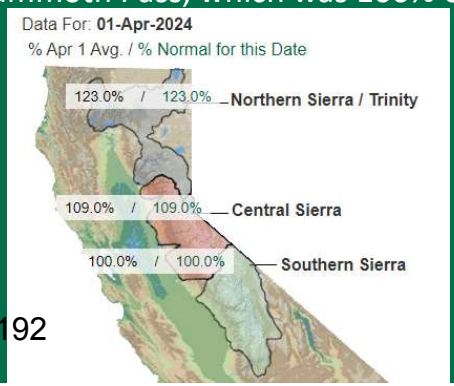
Water Consumption

Water consumption measures the total acre-feet of water supplied by the Mammoth Community Water District for use by residential, commercial, and institutional customers. Water consumption numbers include water used by hotels and vacation homes in Mammoth Lakes, as well as for irrigation by Sierra Star and Snowcreek golf courses. Sierra Star golf course uses reclaimed water, and Snowcreek is scheduled to begin using reclaimed water in the near future.

The 5-year trend for water consumption shows a ≈2.62% decrease annually. In 2024, water consumption increased from the previous year (15% increase) but remained much lower than the pre-2014 years. The increase in 2024 was likely due to more irrigation taking place after a decrease in 2023 due to historic snowfall. The 2024 water consumption represents a 43% reduction from 2002, which was the highest water consumption year on record.

2024/2025 Snowpack

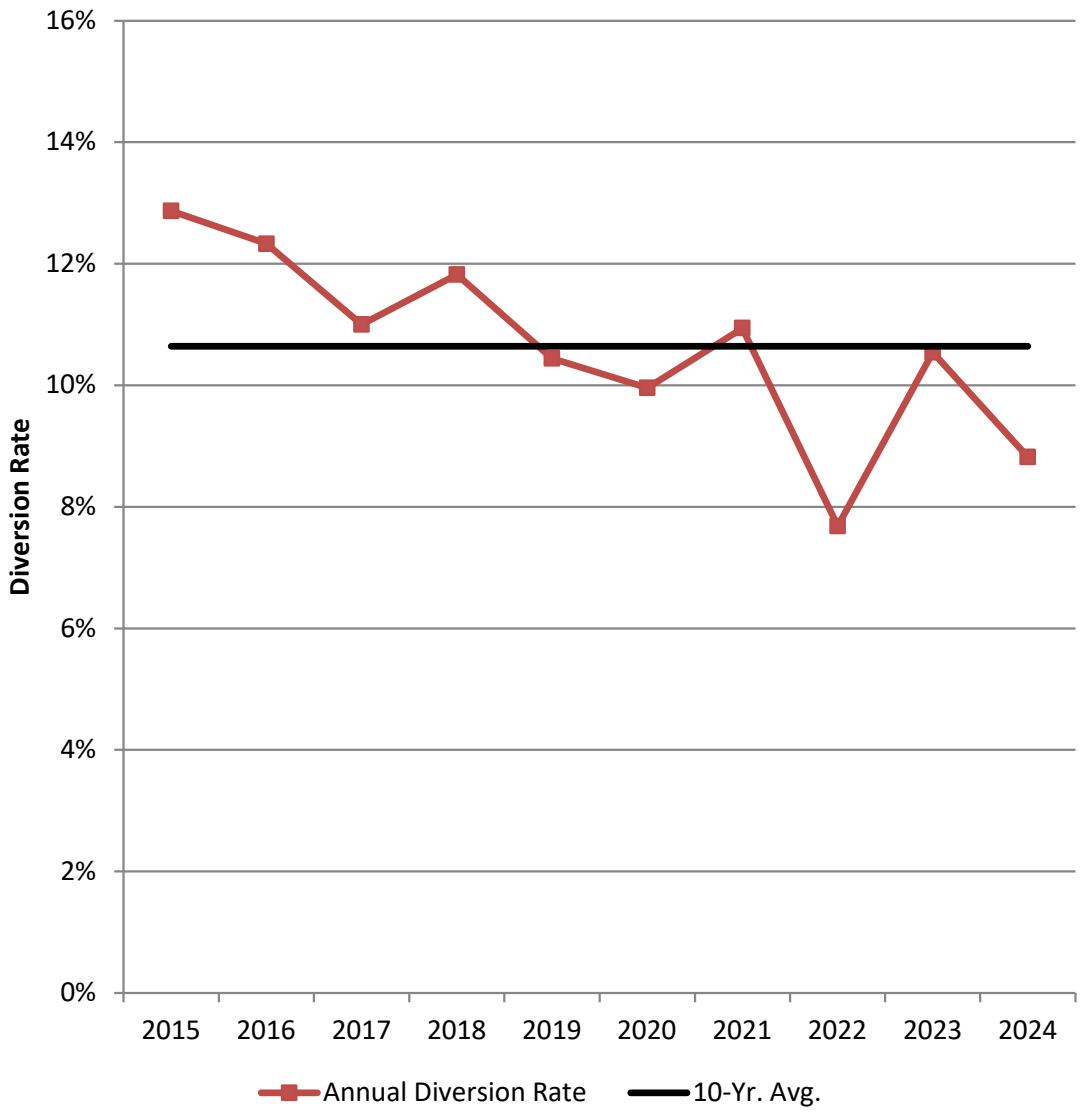
The most recent winter began with a below average snowpack but continued to improve as the season progressed. The April 1st snow water equivalent at Mammoth Pass was 37.2 inches, which is 87% of normal. The snowpack decrease slightly after the previous winter, which saw an April 1st snow water equivalent of 42.6 inches at Mammoth Pass, which was 100% of normal.





For additional information:
Mammoth Community Water District, Website: http://www.mcwd.dst.ca.us/

Environment: Waste



Time Frame: Calendar Year (January 1 – December 31)
Data source: Waste Connections, Inc.

Recycling Rates

Recycling rates measure the percentage of waste disposal that is diverted to a recycling facility. This diversion rate is calculated by dividing the tonnage of recycled material by the tonnage of total waste disposal in Mammoth Lakes.

The 5-year trend for recycling rates has seen a ≈2.7% decrease annually in the Town's diversion rate. In 2024, recycling rates experienced a 1.7 percentage point increase from the decrease year. 2024 was 1.8 percentage points lower than the 10-year average.

Town Clean Up Day 2024

The 2024 Town of Mammoth Lakes Clean Up Day was held Friday May 17th and Saturday May 18th. The Town provided a drop off station for large bulky items, metal objects, green waste, food waste, hazardous household waste, and recyclable materials.



For additional information:
Waste Connections Inc., Website: http://www.wasteconnections.com

Acknowledgements

Thank you to the following for providing the indicator data used to compile this report:

- Daniel Earls, Town of Mammoth Lakes Finance Department
- Ben Manning, Town of Mammoth Lakes Finance Department
- Krystle Stewart, Mammoth Lakes Police Department
- Mike Draper, Mammoth Community Water District
- Ann Logan, Great Basin Unified Air Pollution Control District
- Michelle Erwin, Mammoth Disposal
- Michael Peterka, Town of Mammoth Lakes, Community and Economic Development Department
- Dawn Vidal, Eastern Sierra Transit Authority

About the 2024 Community Indicators Report

The Community Indicators Report was developed in 2013 with assistance from the consultant group Environmental Incentives, and required significant effort to select a targeted set of relevant and feasible indicators, collect historical data for each indicator, and develop the structure and content of this report. In order to leverage this significant effort, a reporting plan was developed to efficiently and consistently update the annual Community Indicator Report in the future. The reporting plan ensures consistent and accurate annual reporting of indicators, and reduces the administrative burden of reporting. The Community Indicators Report is an annual report and the 2024 report is the 12th edition of this report.

Disclosure

The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation (Department), Strategic Growth Council (SGC). The statements and conclusions of this report are those of the GRANTEE and/or Subcontractor and not necessarily those of the SGC or of the Department, or its employees. The SGC and the Department make no warranties, express or implied, and assume no liability for the information contained in the succeeding text.

RESOLUTION NO. 25-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
AUTHORIZING THE TEMPORARY CLOSURE OF TOWN ROADS FOR SPECIAL EVENTS**

WHEREAS, the Town of Mammoth Lakes desires to assist the private sector in the implementation of special events that increase visitation to the community and enhance the quality of life for residents; and

WHEREAS, the Mammoth Gran Fondo, Mammoth Tuff, Mammoth Trail Fest and the Rebelle Rally are major events within the community; and

WHEREAS, the temporary road closures will enhance event safety and provide for emergency access in and throughout the events; and

WHEREAS, the Town has coordinated with the event organizers and traffic control plans will direct the placement of traffic control equipment for the closure(s) and permit the event organizers in coordination with the Public Works Department and Mammoth Lakes Police Department, to monitor the traffic within the event area and make any modifications that are deemed necessary for public safety; and

WHEREAS, the Town Council has reviewed the road closures; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Mammoth Lakes, California, hereby:

1. Declares the program is not a project and is exempt from the California Environmental Quality Act because it is a minor temporary alteration to existing improvements and creates a pedestrian and bicycle lane per Section 15304 (e) and 15304 (h), minor alteration of land; and
2. Declares that Canyon Blvd. will be closed from Hillside Drive to the corner of Lake Mary Road and Canyon Blvd. on the following days and times:
    a. Saturday, September 6, 2025 from 5:00 a.m. to 8:00 p.m. when all traffic control devices will be removed; and
    b. Saturday, September 13, 2025 from 5:00 a.m. to 10:00 p.m. when all traffic control devices will be removed; and
    c. Saturday, September 20, 2025 from 6:00 a.m. to 8:30 a.m. when all traffic control devices will be removed; and
    d. Sunday, September 21, 2025 from 6:00 a.m. to 11:00 a.m. when all traffic control devices will be removed; and
    e. Wednesday, October 8, 2025 from 7:00 a.m. to 6:00 p.m. when all traffic control devices will be removed.
3. Declares that Lake Mary Road will be temporarily closed from the corner of Lake Mary Road and Canyon Blvd. to at least Kelly Road on the following days and times:
    a. Saturday, September 20, 2025, from approximately 7:20 a.m. till approximately 8:30 a.m. or when the last runner is off the road; and
    b. Sunday, September 21, 2025, from approximately 9:30 a.m. till approximately 10:30 a.m. or when the last runner is off the road.
4. Declares there is a public benefit from the Mammoth Gran Fondo, Mammoth Tuff, Mammoth Trail Fest and Rebelle Rally events; and
5. Authorizes ' no parking' and traffic control equipment to be placed along the roads prior to the event; and

6. Directs the Mammoth Lakes Police Department and Public Works Department to monitor the traffic within the event area and make any modifications that are deemed necessary for public safety.

APPROVED AND ADOPTED this 20th day of August 20, 2025.

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Update and Request Approval to Continue Emergency Replacement of Whitmore Pool Roof

Council Meeting Date: 8/20/2025

Prepared by: Riley Griesenbeck, Facilities and Asset Manager

Recommended Motion: Approve findings to continue the authorized emergency replacement of the Whitmore Pool roof as provided for in Resolution 25-47. This action requires a 4/5ths vote.

Summary: The Whitmore Pool roof was damaged on May 13th, 2025, by a severe wind event. On July 16th, 2025, the Town Council adopted Resolution 25-47 authorizing the emergency replacement of this roof through the procurement of the necessary materials, equipment, and services for the repair without a competitive bidding process. On July 17th, 2025, the Contractor's contract was executed and the materials needed for this replacement were ordered. Materials were delivered to the Contractor on August 8th, 2025. The Contractor will begin the work of removing and replacing the existing roof on Monday, August 18th, 2025 with all work expected to be complete by Friday, August 22nd, 2025. The Whitmore Pool will remain open throughout the duration of this work with minimal impacts to the public. The need for the work authorized by Resolution 25-47 continues to be necessary. A copy of the resolution is attached here for reference.

RESOLUTION 25-47

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, FINDING THAT EMERGENCY CIRCUMSTANCES JUSTIFY AWARDING A CONTRACT FOR REPAIR OF THE WIND-DAMAGED WHITMORE POOL ROOF WITHOUT COMPETITIVE BIDDING

WHEREAS, California law generally requires the Town to award contracts for "public projects" in excess of $1,000 to the lowest bidder after the completion of a competitive bidding process; and

WHEREAS, Public Contract Code Section 20168 provides that in case of emergency the Town Council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditure of Town funds to safeguard life, health, or property, and that if such a resolution is adopted the Town may expend any sum required in the emergency without complying with competitive bidding requirements; and

WHEREAS, Public Contract Code Section 22050 authorizes the Town Council, with a four-fifths vote, to "repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts" if the Town Council finds, based upon substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, the Mammoth Lakes Whitmore Pool experienced extreme and unexpected damage due to a wind event on May 13th, 2025; and

WHEREAS, the wind event caused significant damage to Town facilities and infrastructure including asphalt shingles, drip edge, fascia and other building components; and

WHEREAS, the Town Council finds that as a result of the wind-caused damage to the Mammoth Lakes Whitmore Pool and pursuant to Public Contract Code Section 20168 the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, safety, and property in the Town of Mammoth Lakes; and

WHEREAS, the Town Council finds that based on substantial evidence, including without limitation the staff report presented to the Town Council on July 16, 2025, pursuant to Public Contract Code Section 22050, the emergency will not permit a delay resulting from a competitive solicitation for bids, and that responding to the emergency requires repair of public facilities and infrastructure, other directly related and immediate actions, and procurement of the necessary equipment, services, and supplies for those purposes, without a competitive bidding process.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mammoth Lakes as follows:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Town Council hereby directs and authorizes the Town Manager and Public Works Director to contract for repairs to the Mammoth Lakes Whitmore Pool damaged by a wind event on May 13th, 2025, to take any directly related action, and to procure the necessary equipment, services, and supplies for the repairs, without a competitive bidding process.

Section 3. Pursuant to Public Contract Code Section 22050, the Town Council shall review the emergency action authorized by this resolution at its next regular meeting and at each regular meeting thereafter until the emergency repair work is complete, to determine, by a four-fifths vote, that there is a need to continue the action.

Section 4. The Town Clerk shall certify as to the adoption of this resolution.

APPROVED AND ADOPTED this 16th day of July 2025.

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA)
COUNTY OF MONO) ss.
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 25-47 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 16th day of July 2025, by the following vote:

AYES:	Councilmembers Sauser, Truax, Wentworth, Mayor Pro Tem Rice, and Mayor Bubser
NOES:	None
ABSENT:	None
ABSTAIN:	None
DISQUALIFICATION:	None

JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Update and Request Approval to Continue Emergency Installation of Aboveground Waste Oil Tank at 299 Commerce Drive.

Council Meeting Date: 8/20/2025

Prepared by: Riley Griesenbeck, Facilities and Asset Manager

Recommended Motion: Approve findings to continue the authorized emergency installation of an aboveground waste oil tank as provided for in Resolution 25-48. This action requires a 4/5ths vote.

Summary: At the Town Yard, located at 299 Commerce Drive, the Town operates an underground waste oil storage tank. This tank is currently out of compliance with numerous sections of the California State Health and Safety Code. Staff were notified about these violations by the Mono County Office of Environmental Health on December 9th, 2024, which listed a total of 6 class 2 violations associated with this tank. The Town, in discussions with Mono County Office of Environmental Health and contractors, determined that the best solution to remedy the violations and maintain the high level of service at the mechanic yard is to install an indoor, above-ground waste oil storage tank and decommission the existing underground tank. On July 16th, 2025, the Town Council adopted Resolution 25-48 authorizing the emergency installation of this aboveground waste oil tank and temporary decommissioning of the current, out of compliance, underground waste oil storage tank through the procurement of the necessary materials, equipment, and services for the scope of work without a competitive bidding process. On July 17th, 2025, the Contractor's contract was executed and the materials needed for this replacement were ordered. Estimated delivery of these materials is by September 19th, 2025, with site preparation work to occur prior to equipment delivery and installation and commissioning to occur directly after delivery. Town staff are actively working with the Mono County Office of Environmental Health on all required permitting. The need for the work authorized by Resolution 25-48 continues to be necessary. A copy of the resolution is attached here for reference.

RESOLUTION 25-48

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, FINDING THAT EMERGENCY CIRCUMSTANCES JUSTIFY AWARDING A CONTRACT FOR INSTALLATION OF AN ABOVE-GROUND WASTE OIL STORAGE TANK AND DECOMMISSIONING OF EXISTING, NONCOMPLIANT UNDERGROUND STORAGE TANK

WHEREAS, California law generally requires the Town to award contracts for "public projects" in excess of $1,000 to the lowest bidder after the completion of a competitive bidding process; and

WHEREAS, Public Contract Code Section 20168 provides that in case of emergency the Town Council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditure of Town funds to safeguard life, health, or property, and that if such a resolution is adopted the Town may expend any sum required in the emergency without complying with competitive bidding requirements; and

WHEREAS, Public Contract Code Section 22050 authorizes the Town Council, with a four-fifths vote, to "repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts" if the Town Council finds, based upon substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, the existing underground waste oil storage tank at the Mammoth Lakes Town Yard is out of compliance with state and county health and safety codes; and

WHEREAS, the existing storage tank must be removed and replaced with an aboveground storage tank to bring the Town of Mammoth Lakes into compliance with state and county health and safety codes; and

WHEREAS, the Town Council finds that due to the current noncompliance of the waste oil storage tank and pursuant to Public Contract Code Section 20168 the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, safety, and property in the Town of Mammoth Lakes; and

WHEREAS, the Town Council finds that based on substantial evidence, including without limitation the staff report presented to the Town Council on July 16, 2025, pursuant to Public Contract Code Section 22050, the emergency will not permit a delay resulting from a competitive solicitation for bids, and that responding to the emergency requires repair of public facilities and infrastructure, other directly related and immediate actions, and procurement of the necessary equipment, services, and supplies for those purposes, without a competitive bidding process.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mammoth Lakes as follows:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Town Council hereby directs and authorizes the Town Manager and Public Works Director to contract for installation of an aboveground waste oil storage tank and appurtenant fixtures, to take any directly related action, and to procure the necessary equipment, services, and supplies for the repairs, without a competitive bidding process.

Section 3. Pursuant to Public Contract Code Section 22050, the Town Council shall review the emergency action authorized by this resolution at its next regular meeting and at each regular meeting thereafter until the emergency repair work is complete, to determine, by a four-fifths vote, that there is a need to continue the action.

Section 4. The Town Clerk shall certify as to the adoption of this resolution.

APPROVED AND ADOPTED this 16th day of July 2025.

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA)
COUNTY OF MONO) ss.
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 25-48 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 16th day of July 2025, by the following vote:

AYES:	Councilmembers Sauser, Truax, Wentworth, Mayor Pro Tem Rice, and Mayor Bubser
NOES:	None
ABSENT:	None
ABSTAIN:	None
DISQUALIFICATION:	None

JAMIE GRAY, Town Clerk

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
ALPINE PAINT								
07/31/2025	73125000	M0273527	5517	ALPINE PAINT	210-450-42007	PAINTING SUPPLIES	19.72	07/25
07/31/2025	73125000	M0273683	5517	ALPINE PAINT	210-450-42025	PAINTING SUPPLIES	306.98	07/25
07/31/2025	73125000	M0273867	5517	ALPINE PAINT	100-460-43031	PAINTING SUPPLIES	18.63	07/25
07/31/2025	73125000	M0273896	5517	ALPINE PAINT	100-460-43031	PAINT SUPPLIES	134.92	07/25
07/31/2025	73125000	M0273934	5517	ALPINE PAINT	210-450-42025	PAINT SUPPLIES	129.04	07/25
07/31/2025	73125000	M0273940	5517	ALPINE PAINT	210-450-42025	PAINTING SUPPLIES	59.18	07/25
07/31/2025	73125000	M0273945	5517	ALPINE PAINT	210-450-42025	PAINTING SUPPLIES	222.05	07/25
07/31/2025	73125000	M0273952	5517	ALPINE PAINT	210-450-42025	PAINTING SUPPLIES	61.05	07/25
07/31/2025	73125000	M0274171	5517	ALPINE PAINT	210-450-42025	PAINTING SUPPLIES	49.05	07/25
07/31/2025	73125000	M0274290	5517	ALPINE PAINT	210-452-42025	PAINTING SUPPLIES	59.15	07/25
07/31/2025	73125000	M0274605	5517	ALPINE PAINT	210-450-42025	PAINTING SUPPLIES	61.54	07/25
Total ALPINE PAINT:							1,121.31	
AMERICAN ASSOC. OF AIRPORT EXECUTIVES								
07/31/2025	113698	185628-25	2695	AMERICAN ASSOC. OF	220-471-43110	6 MEMBERSHIPS	1,950.00	07/25
Total AMERICAN ASSOC. OF AIRPORT EXECUTIVES:							1,950.00	
AMERIGAS								
07/31/2025	113699	3178597881/20	6982	AMERIGAS	100-434-43404	06/25-POOL	357.75	07/25
07/31/2025	113699	3178764920/20	6982	AMERIGAS	100-434-43404	06/25-POOL	1,748.95	07/25
07/31/2025	113699	3178793758/20	6982	AMERIGAS	858-436-43404	06/25-ICE RINK	1,406.91	07/25
07/31/2025	113699	3178848299/20	6982	AMERIGAS	100-420-43404	06/25-MLPD	278.19	07/25
07/31/2025	113699	3178850685/20	6982	AMERIGAS	100-434-43404	06/25-POOL	294.24	07/25
07/31/2025	113699	3178993720/20	6982	AMERIGAS	100-464-43404	06/25-TOWN(T-1)	28.93	07/25
07/31/2025	113699	3178993722/20	6982	AMERIGAS	100-464-43404	06/25-COLLEGE PKWY	14.32	07/25
07/31/2025	113699	3178993723/20	6982	AMERIGAS	100-464-43404	06/25-TOWN(MAIN/R)	14.32	07/25
07/31/2025	113699	3178993724/20	6982	AMERIGAS	100-464-43404	06/25-TOWN(S-1)	14.32	07/25
07/31/2025	113699	3178993726/20	6982	AMERIGAS	100-464-43404	06/25-TOWN(U)	17.99	07/25
07/31/2025	113699	3178993727/20	6982	AMERIGAS	100-464-43404	06/25-TOWN(T)	24.07	07/25
07/31/2025	113699	3178993728/20	6982	AMERIGAS	100-464-43404	06/25-TOWN(T)	14.32	07/25
07/31/2025	113699	3178993730/20	6982	AMERIGAS	100-464-43404	06/25-COUNCIL CHAM	18.96	07/25
Total AMERIGAS:							4,233.27	
ANDREW J. MORRIS,ATTORNEYAT LAW								
07/31/2025	73125001	JUNE 2025	10439	ANDREW J. MORRIS,A	100-415-43031	06/25-FINANCE	753.30	07/25
Total ANDREW J. MORRIS,ATTORNEYAT LAW:							753.30	
ASCENT ENVIRONMENTAL, INC.								
07/31/2025	73125002	20210079.01 -	19114	ASCENT ENVIRONME	100-440-43031	06/25-SVCS	2,801.55	07/25
Total ASCENT ENVIRONMENTAL, INC.:							2,801.55	
AT&T								
07/31/2025	113700	06/25-8983	1447	AT&T	100-464-43404	06/25-TOWN	74.20	07/25
07/31/2025	113700	06/25-1311	1447	AT&T	100-416-43404	06/25-PWM	35.41	07/25
07/31/2025	113700	06/25-2422	1447	AT&T	100-464-43404	06/25-PWM	.67	07/25
Total AT&T:							110.28	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
AT&T MOBILITY								
07/31/2025	113701	287311715401	8453	AT&T MOBILITY	100-420-43404	06/25-MIFI PD	84.98	07/25
07/31/2025	113701	287292079320	8453	AT&T MOBILITY	100-416-43404	06/25-REC	81.48	07/25
Total AT&T MOBILITY:							166.46	
AVCOM COMPANY								
07/31/2025	73125003	07010725	6453	AVCOM COMPANY	220-471-43031	TRI ANNUAL MAINT A	1,723.85	07/25
Total AVCOM COMPANY:							1,723.85	
BESSENBACHER, KEVIN								
07/31/2025	113702	06302025	19379	BESSENBACHER, KEV	100-442-42006	UNIFORM	196.49	07/25
Total BESSENBACHER, KEVIN:							196.49	
BISHOP AUTOMOTIVE CENTER								
07/31/2025	73125004	1-GS78206	18309	BISHOP AUTOMOTIVE	910-000-13003	CREDIT MEMO	5,223.19-	07/25
07/31/2025	73125004	1-GS78507	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	6,463.17	07/25
07/31/2025	73125004	1-GS78709	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	999.01	07/25
Total BISHOP AUTOMOTIVE CENTER:							2,238.99	
BISHOP GLASS, INC.								
07/31/2025	113703	67945	4543	BISHOP GLASS, INC.	910-000-13047	WINDSHIELD	472.30	07/25
Total BISHOP GLASS, INC.:							472.30	
BLUEBIRD IMAGING								
07/31/2025	113704	6906	8182	BLUEBIRD IMAGING	100-432-43120	POSTERS	513.97	07/25
Total BLUEBIRD IMAGING:							513.97	
BPR CONSULTING GROUP								
07/31/2025	73125005	3018	19259	BPR CONSULTING GR	100-442-43031	PROFESSIONAL SRVC	8,963.75	07/25
07/31/2025	73125005	3085	19259	BPR CONSULTING GR	100-442-43031	PROFESSIONAL SRVC	8,732.50	07/25
Total BPR CONSULTING GROUP:							17,696.25	
BRANDLEY ENGINEERING, INC.								
07/31/2025	73125006	11483	3443	BRANDLEY ENGINEER	220-531-43031	GA AVIATION & TERMI	15,154.05	07/25
07/31/2025	73125006	11484	3443	BRANDLEY ENGINEER	220-531-43031	GA AVIATION & TERMI	56,466.59	07/25
07/31/2025	73125006	11488	3443	BRANDLEY ENGINEER	220-531-43031	PROFESSIONAL SVCS	600.00	07/25
Total BRANDLEY ENGINEERING, INC.:							72,220.64	
BROWN'S SUPPLY, INC.								
07/31/2025	73125007	48293	41	BROWN'S SUPPLY, INC	210-450-42025	SAND BAGS	143.55	07/25
Total BROWN'S SUPPLY, INC.:							143.55	
BUSWEST								
07/31/2025	113705	XA410060542:	7396	BUSWEST	910-000-13003	PARTS	208.08	07/25
Total BUSWEST:							208.08	
CANON FINANCIAL SERVICES, INC								
07/31/2025	73125008	41311041	19353	CANON FINANCIAL SE	100-416-46010	JULY 2025	342.71	07/25

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total CANON FINANCIAL SERVICES, INC:							342.71	
CASABIAN, DANIEL								
07/31/2025	73125009	08/03-08/06/25	6171	CASABIAN, DANIEL	100-420-43150	PER DIEM	302.00	07/25
Total CASABIAN, DANIEL:							302.00	
CASELLE INC.								
07/31/2025	113706	INV-08451	10606	CASELLE INC.	100-418-45050	AUGUST 2025	4,343.00	07/25
Total CASELLE INC.:							4,343.00	
CHUCK VILLAR CONSTRUCTION INC.								
07/31/2025	73125010	29386	7277	CHUCK VILLAR CONS	210-452-43031	CIVIC CENTER SNOW	8,029.85	07/25
07/31/2025	73125010	29387	7277	CHUCK VILLAR CONS	100-452-43031	COMMUNITY CENTER	7,023.03	07/25
07/31/2025	73125010	29389	7277	CHUCK VILLAR CONS	100-452-43031	FIRE STATION 2 & EST	2,186.05	07/25
07/31/2025	73125010	29390	7277	CHUCK VILLAR CONS	210-452-43031	FRONTAGE ROAD SN	20,926.75	07/25
07/31/2025	73125010	29391	7277	CHUCK VILLAR CONS	100-452-43031	HILLSIDE PARK & RIDE	7,474.05	07/25
07/31/2025	73125010	29392	7277	CHUCK VILLAR CONS	100-420-43031	MLPD SNOW REMOVA	7,735.06	07/25
07/31/2025	73125010	29393	7277	CHUCK VILLAR CONS	100-452-43031	TAVERN PARK & RIDE	11,567.01	07/25
Total CHUCK VILLAR CONSTRUCTION INC.:							64,941.80	
COLE PRO MEDIA CORP								
07/31/2025	113707	4825	19819	COLE PRO MEDIA CO	100-420-43031	TRANSPARENCY ADVI	1,500.00	07/25
Total COLE PRO MEDIA CORP:							1,500.00	
DIVISION OF THE STATE ARCHITECT								
07/31/2025	113708	07082025	10063	DIVISION OF THE STA	100-000-20073	SB1186	488.00	07/25
Total DIVISION OF THE STATE ARCHITECT:							488.00	
DIY HOME CENTER								
07/31/2025	113709	164300	5476	DIY HOME CENTER	210-450-42007	MAINT SUPPLIES	29.00	07/25
07/31/2025	113709	165452	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	5.47	07/25
07/31/2025	113709	165456	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	31.99	07/25
07/31/2025	113709	165494	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	35.04	07/25
07/31/2025	113709	165530	5476	DIY HOME CENTER	220-471-42007	MAINT SUPPLIES	16.47	07/25
07/31/2025	113709	165837	5476	DIY HOME CENTER	100-420-42002	MAINT SUPPLIES	18.41	07/25
07/31/2025	113709	165930	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	17.44	07/25
07/31/2025	113709	166026	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	2.67	07/25
07/31/2025	113709	166087	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	16.99	07/25
Total DIY HOME CENTER:							173.48	
ELBERT DISTRIBUTING								
07/31/2025	73125011	PI0058864	19208	ELBERT DISTRIBUTIN	910-000-13003	PARTS	84.63	07/25
Total ELBERT DISTRIBUTING:							84.63	
EMANUELS JONES AND ASSOCIATES LLC								
07/31/2025	73125012	F25 07 07	19350	EMANUELS JONES AN	100-415-43031	LOBBYING FEES	3,450.00	07/25
Total EMANUELS JONES AND ASSOCIATES LLC:							3,450.00	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
EP CLIMBING								
07/31/2025	113710	4010	19703	EP CLIMBING	300-531-43031	JULY 2025 PROGRESS	35,509.22	07/25
Total EP CLIMBING:							35,509.22	
ESTA								
07/31/2025	113711	250707-01	7884	ESTA	100-413-42030	PSA FACILITY TOUR	637.50	07/25
07/31/2025	113711	250707-03	7884	ESTA	100-467-43031	JUNE 2025 ROUTE HO	111,923.02	07/25
Total ESTA:							112,560.52	
EXPRESS SIGN & NEON								
07/31/2025	113712	TML06242025-	18744	EXPRESS SIGN & NEO	215-511-45081	SIGNS	2,489.87	07/25
Total EXPRESS SIGN & NEON:							2,489.87	
FRONTIER COMMUNICATIONS								
07/31/2025	113713	06/25-0348	10869	FRONTIER COMMUNIC	100-464-43404	06/25-TOWN	721.29	07/25
07/31/2025	113713	06/25-2490	10869	FRONTIER COMMUNIC	100-420-43404	06/25-PD FAX	202.33	07/25
07/31/2025	113713	06/25-2536	10869	FRONTIER COMMUNIC	100-420-43404	06/25-PD	1,032.87	07/25
07/31/2025	113713	06/25-3119	10869	FRONTIER COMMUNIC	220-471-43404	06/25-AIRPORT	561.92	07/25
07/31/2025	113713	06/25-0000	10869	FRONTIER COMMUNIC	858-436-43404	06/25-TOWN	184.68	07/25
07/31/2025	113713	07/25-7493	10869	FRONTIER COMMUNIC	100-464-43404	07/25-TOWN	91.76	07/25
Total FRONTIER COMMUNICATIONS:							2,794.85	
GAIL MATERIALS Inc								
07/31/2025	73125013	1722	19842	GAIL MATERIALS Inc	300-531-43031	PRO GOLD INFIELD MI	1,169.25	07/25
Total GAIL MATERIALS Inc:							1,169.25	
GRAVES, KEVIN								
07/31/2025	113714	07092025	19866	GRAVES, KEVIN	900-000-28012	GP 25-033 BOND RELE	39,445.00	07/25
Total GRAVES, KEVIN:							39,445.00	
GREAT BASIN UNIFIED AIR POLLUTION CONTRO								
07/31/2025	113715	07112025	4136	GREAT BASIN UNIFIED	300-531-43031	MACC PERMIT	100.00	07/25
Total GREAT BASIN UNIFIED AIR POLLUTION CONTRO:							100.00	
HASKINS, RON								
07/31/2025	113716	07152025	19122	HASKINS, RON	100-414-42030	WHITMORE BBQ	74.95	07/25
Total HASKINS, RON:							74.95	
HERNANDEZ-PEREZ, JONATHAN								
07/31/2025	113717	07152025	19274	HERNANDEZ-PEREZ, J	210-450-42030	PER DIEM	45.00	07/25
Total HERNANDEZ-PEREZ, JONATHAN:							45.00	
HIGH COUNTRY LUMBER								
07/31/2025	113718	91210	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	39.40	07/25
07/31/2025	113718	91245	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	23.69	07/25
07/31/2025	113718	91263	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	15.07	07/25
07/31/2025	113718	91281	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	14.00	07/25
07/31/2025	113718	91302	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	42.37	07/25
07/31/2025	113718	91367	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	51.70	07/25

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07/31/2025	113718	91543	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	53.86	07/25
07/31/2025	113718	92103	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	19.38	07/25
07/31/2025	113718	92121	830	HIGH COUNTRY LUMB	210-450-42007	MAINT SUPPLIES	37.45	07/25
07/31/2025	113718	92147	830	HIGH COUNTRY LUMB	210-450-42025	MAINT SUPPLIES	221.39	07/25
07/31/2025	113718	92191	830	HIGH COUNTRY LUMB	210-450-42025	MAINT SUPPLIES	130.40	07/25
07/31/2025	113718	92199	830	HIGH COUNTRY LUMB	210-450-42025	MAINT SUPPLIES	12.92	07/25
07/31/2025	113718	92226	830	HIGH COUNTRY LUMB	210-450-42025	MAINT SUPPLIES	33.83	07/25
07/31/2025	113718	92254	830	HIGH COUNTRY LUMB	210-450-42025	MAINT SUPPLIES	150.01	07/25
Total HIGH COUNTRY LUMBER:							845.47	
INNOVATIVE EMERGENCY EQUIPMENT								
07/31/2025	113719	34673	18432	INNOVATIVE EMERGE	910-000-13047	PARTS	430.48	07/25
Total INNOVATIVE EMERGENCY EQUIPMENT:							430.48	
KIMBALL-MIDWEST								
07/31/2025	73125014	103532444	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	1,329.55	07/25
07/31/2025	73125014	103549117	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	16.70	07/25
07/31/2025	73125014	103549371	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	478.59	07/25
Total KIMBALL-MIDWEST:							1,824.84	
KNORR SYSTEMS, INC								
07/31/2025	73125015	265527	18390	KNORR SYSTEMS, INC	100-434-42009	PULSAR BRIQUETTES	7,242.15	07/25
07/31/2025	73125015	274554	18390	KNORR SYSTEMS, INC	100-434-45080	POOL SUPPLIES	1,732.11	07/25
Total KNORR SYSTEMS, INC:							8,974.26	
KURNIK PROPERTIES, LLC								
07/31/2025	113720	AUGUST 2025	19406	KURNIK PROPERTIES,	210-450-43031	EQUIPMENT STORAG	438.00	07/25
Total KURNIK PROPERTIES, LLC:							438.00	
LEMUS, ARTURO								
07/31/2025	113721	07152025	19438	LEMUS, ARTURO	210-450-42030	PER DIEM	45.00	07/25
Total LEMUS, ARTURO:							45.00	
LEXISNEXIS								
07/31/2025	113722	1028003638	6204	LEXISNEXIS	100-420-43031	DESK OFFICER ONLIN	4,315.54	07/25
Total LEXISNEXIS:							4,315.54	
MAMMOTH BUSINESS ESSENTIALS								
07/31/2025	113723	11538	18730	MAMMOTH BUSINESS	100-420-42005	SHIPPING CHGS	82.47	07/25
07/31/2025	113723	11612	18730	MAMMOTH BUSINESS	100-420-42005	SHIPPING CHGS	462.82	07/25
Total MAMMOTH BUSINESS ESSENTIALS:							545.29	
MAMMOTH CHEVRON INC.								
07/31/2025	113724	15044	2812	MAMMOTH CHEVRON	100-420-43031	CAR WASH	14.00	07/25
Total MAMMOTH CHEVRON INC.:							14.00	
MAMMOTH COMMUNITY WATER DISTRICT								
07/31/2025	113725	04207	308	MAMMOTH COMMUNI	100-434-43031	07/25-LAB SVCS	171.30	07/25

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Total MAMMOTH COMMUNITY WATER DISTRICT:							171.30	
MAMMOTH HOSPITAL								
07/31/2025	113726	210033796	7376	MAMMOTH HOSPITAL	100-420-43031	MEDICAL EXAM	597.80	07/25
07/31/2025	113726	210034526	7376	MAMMOTH HOSPITAL	100-420-43031	MEDICAL EXAM	200.90	07/25
07/31/2025	113726	00006	7376	MAMMOTH HOSPITAL	100-420-43150	08/24-SVCS	1,050.00	07/25
Total MAMMOTH HOSPITAL:							1,848.70	
MAMMOTH LAKES CHAMBER OF COMMERCE								
07/31/2025	73125016	1083	2279	MAMMOTH LAKES CH	100-480-44810	JULY 2025	81,000.00	07/25
Total MAMMOTH LAKES CHAMBER OF COMMERCE:							81,000.00	
MAMMOTH LAKES CREATIVE								
07/31/2025	73125017	1556	18437	MAMMOTH LAKES CR	100-432-43031	MEMBERSHIP SALE S	281.25	07/25
07/31/2025	73125017	1574	18437	MAMMOTH LAKES CR	100-413-42030	TOML LOGO REVIEW	487.50	07/25
07/31/2025	73125017	1575	18437	MAMMOTH LAKES CR	100-467-43031	MLFD & TOML LOGO	18.75	07/25
Total MAMMOTH LAKES CREATIVE:							787.50	
MAMMOTH LAKES RECREATION								
07/31/2025	73125018	3049	10529	MAMMOTH LAKES RE	215-511-45081	WILDLIFE REPORTING	897.83	07/25
07/31/2025	73125018	1199	10529	MAMMOTH LAKES RE	216-438-43031	JULY 2025	27,000.00	07/25
Total MAMMOTH LAKES RECREATION:							27,897.83	
MAMMOTH LAKES TOURISM-TOT								
07/31/2025	73125019	2573	19320	MAMMOTH LAKES TO	100-480-44810	TOT Q1-FY25/26	431,250.00	07/25
Total MAMMOTH LAKES TOURISM-TOT:							431,250.00	
MCMASTER-CARR SUPPLY COMPANY								
07/31/2025	113727	47657299	272	MCMASTER-CARR SU	210-454-42002	PARTS	211.55	07/25
07/31/2025	113727	47793569	272	MCMASTER-CARR SU	210-454-42002	PARTS	87.32	07/25
Total MCMASTER-CARR SUPPLY COMPANY:							298.87	
MINARET VILLAGE SHOPPING CENTER								
07/31/2025	73125020	AUGUST 2025	1	MINARET VILLAGE SH	100-416-45010	JULY 2025	35,006.64	07/25
Total MINARET VILLAGE SHOPPING CENTER:							35,006.64	
MISSION LINEN SUPPLY, INC								
07/31/2025	113728	524084090	6482	MISSION LINEN SUPPL	100-438-45080	MAINT SUPPLIES	2,606.33	07/25
07/31/2025	113728	524197179	6482	MISSION LINEN SUPPL	210-454-42006	MAINT SUPPLIES	199.04	07/25
07/31/2025	113728	524209392	6482	MISSION LINEN SUPPL	210-456-42007	MAINT SUPPLIES	405.20	07/25
Total MISSION LINEN SUPPLY, INC:							3,210.57	
MODEL1 COMMERCIAL VEHICLES, INC.								
07/31/2025	73125021	XA116004228:	19359	MODEL1 COMMERCIA	910-000-13003	PARTS	802.31	07/25
Total MODEL1 COMMERCIAL VEHICLES, INC.:							802.31	
MONO COUNTY HEALTH DEPT.								
07/31/2025	113729	IN0017477	2922	MONO COUNTY HEAL	100-434-45080	WATER SYSTEM	385.00	07/25

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07/31/2025	113729	IN0017706	2922	MONO COUNTY HEAL	910-000-13047	BUSINESS PLAN PWM	2,488.00	07/25
Total MONO COUNTY HEALTH DEPT.:							2,873.00	
NEALSA SALGADO CLEANING								
07/31/2025	113730	1995	19289	NEALSA SALGADO CL	100-420-43031	10 X CAR WASH	940.00	07/25
Total NEALSA SALGADO CLEANING:							940.00	
ON DECK SPORTS								
07/31/2025	113731	INV221754	18719	ON DECK SPORTS	100-438-45080	SOFTBALL FIELD BAS	684.72	07/25
Total ON DECK SPORTS:							684.72	
PETTY CASH								
07/31/2025	113732	07302025	351	PETTY CASH	215-511-42026	16 HAY BALES	192.00	07/25
Total PETTY CASH:							192.00	
PITNEY BOWES SUPPLIES								
07/31/2025	113733	1027827543	19731	PITNEY BOWES SUPP	100-416-42005	MAIL SUPPLIES	357.70	07/25
Total PITNEY BOWES SUPPLIES:							357.70	
POWERDMS DIGITAL MGMT SOFTWARE INC.								
07/31/2025	113734	INV-134839	19305	POWERDMS DIGITAL	100-420-43031	SUBSCRIPTION	9,620.00	07/25
Total POWERDMS DIGITAL MGMT SOFTWARE INC.:							9,620.00	
SHEET, THE								
07/31/2025	113735	12583	6678	SHEET, THE	100-417-43140	06/25-ADVERT	312.00	07/25
07/31/2025	113735	12628	6678	SHEET, THE	100-414-43130	06/25-ADVERT	182.00	07/25
07/31/2025	113735	12638	6678	SHEET, THE	100-414-43130	06/25-ADVERT	96.00	07/25
07/31/2025	113735	12640	6678	SHEET, THE	100-414-43130	06/25-ADVERT	112.00	07/25
07/31/2025	113735	12654	6678	SHEET, THE	100-414-43130	06/25-ADVERT	40.00	07/25
Total SHEET, THE:							742.00	
SIERRA EMPLOYMENT SERVICES INC.								
07/31/2025	73125022	19296	6837	SIERRA EMPLOYMENT	100-442-43031	06/27/2025-LIZBETH A	1,500.00	07/25
07/31/2025	73125022	19393	6837	SIERRA EMPLOYMENT	100-442-43031	06/23/2025-LIZBETH A	1,462.50	07/25
07/31/2025	73125022	19484	6837	SIERRA EMPLOYMENT	100-442-43031	07/06/2025-LIZBETH A	1,200.00	07/25
Total SIERRA EMPLOYMENT SERVICES INC.:							4,162.50	
SIERRA GEOTECHNICAL SVCS.								
07/31/2025	113736	310629	1876	SIERRA GEOTECHNIC	100-442-43031	FIELD INSPECTION	5,332.40	07/25
07/31/2025	113736	310608	1876	SIERRA GEOTECHNIC	100-442-43031	FIELD INSPECTION	230.00	07/25
07/31/2025	113736	310625	1876	SIERRA GEOTECHNIC	100-442-43031	FIELD INSPECTION	1,484.40	07/25
Total SIERRA GEOTECHNICAL SVCS.:							7,046.80	
SILVER STATE INTERNATIONAL TRUCKS								
07/31/2025	73125023	X201173037:01	35	SILVER STATE INTERN	910-000-13003	PARTS	1,317.39	07/25
07/31/2025	73125023	X201175071:01	35	SILVER STATE INTERN	910-000-13003	CREDIT MEMO	70.45-	07/25
Total SILVER STATE INTERNATIONAL TRUCKS:							1,246.94	

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SINTRA GROUP								
07/31/2025	73125024	2025135	10823	SINTRA GROUP	100-420-43031	06/25-SRVCS	3,502.05	07/25
07/31/2025	73125024	2025136	10823	SINTRA GROUP	100-420-43031	06/25-SRVCS	12,389.02	07/25
Total SINTRA GROUP:							15,891.07	
SOLAR TRAFFIC CONTROLS LLC								
07/31/2025	113737	240090	19464	SOLAR TRAFFIC CONT	210-450-45200	PARTS	2,069.10	07/25
Total SOLAR TRAFFIC CONTROLS LLC:							2,069.10	
STEVE'S AUTO & TRUCK PARTS								
07/31/2025	113738	144957	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	102.86	07/25
07/31/2025	113738	145099	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	129.17	07/25
07/31/2025	113738	145537	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	172.90	07/25
07/31/2025	113738	145539	1221	STEVE'S AUTO & TRU	910-000-13003	CREDIT MEMO	19.40-	07/25
Total STEVE'S AUTO & TRUCK PARTS:							385.53	
THOMAS PETROLEUM, LLC								
07/31/2025	73125025	1292744-IN	7891	THOMAS PETROLEUM	910-000-13001	GASOLINE	1,313.71	07/25
Total THOMAS PETROLEUM, LLC:							1,313.71	
TITUS TOOLS LLC								
07/31/2025	113739	06242533566	19153	TITUS TOOLS LLC	210-454-46200	TOOLS	101.55	07/25
Total TITUS TOOLS LLC:							101.55	
WEST, QWINA								
07/18/2025	112720	02032025	18760	WEST, QWINA	210-452-42030	MEAL ALLOWANCE	69.00-	07/25
07/31/2025	113740	02032025	18760	WEST, QWINA	210-452-42030	MEAL ALLOWANCE	69.00	07/25
Total WEST, QWINA:							.00	
WESTERN NEVADA SUPPLY CO.								
07/31/2025	73125026	51820840	155	WESTERN NEVADA SU	100-438-42007	PARTS	279.07	07/25
07/31/2025	73125026	51824885	155	WESTERN NEVADA SU	100-438-45080	PARTS	535.82	07/25
Total WESTERN NEVADA SUPPLY CO.:							814.89	
WHITEBARK INSTITUTE								
07/31/2025	73125027	07182025	19392	WHITEBARK INSTITUT	100-480-43031	TREATMENT ON PRIO	610,000.00	07/25
Total WHITEBARK INSTITUTE:							610,000.00	
ZILA, CORY								
07/31/2025	113741	06252025	19867	ZILA, CORY	001-000-10765	PSR FUND REIMBURS	250.08	07/25
Total ZILA, CORY:							250.08	
ZUMAR INDUSTRIES, INC.								
07/31/2025	73125028	52182	159	ZUMAR INDUSTRIES, I	210-450-45224	SIGNS	3,239.90	07/25
07/31/2025	73125028	52322	159	ZUMAR INDUSTRIES, I	210-450-45224	SIGNS	1,366.47	07/25
07/31/2025	73125028	52700	159	ZUMAR INDUSTRIES, I	210-450-45224	SIGNS	1,926.38	07/25
07/31/2025	73125028	52894	159	ZUMAR INDUSTRIES, I	210-450-45224	SIGNS	2,831.80	07/25

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Total ZUMAR INDUSTRIES, INC.:							9,364.55	
Grand Totals:							1,644,127.31	

Signature: Jamie Gray Date 7/31/25

Signature: Nolan Bobroff Date 7-31-25

Signature: Megan Chapman Date 7/31/25

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
ALLIANT INSURANCE SERVICES								
08/06/2025	113742	3142383	7806	ALLIANT INSURANCE	100-416-43106	ACIP CRIME RENEWA	9,251.00	08/25
Total ALLIANT INSURANCE SERVICES:							9,251.00	
Grand Totals:							9,251.00	

Signature: Nolan Bobroff Date 8.6.2025

Signature: Rob Patterson Date 8/6/2025

Signature: Megan Chapman Date 8/6/25

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

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ACCESS APARTMENTS AFFORDABLE HOUSING LLC								
08/07/2025	80725010	1030	19710	ACCESS APARTMENT	245-447-43031	PAY APP #12 - CDBG	494,513.72	08/25
Total ACCESS APARTMENTS AFFORDABLE HOUSING LLC:							494,513.72	
ANDREW J. MORRIS,ATTORNEYAT LAW								
08/07/2025	80725000	JUNE 2025	10439	ANDREW J. MORRIS,A	100-420-43031	06/25-MLPD	55.80	08/25
Total ANDREW J. MORRIS,ATTORNEYAT LAW:							55.80	
BRANDLEY ENGINEERING, INC.								
08/07/2025	80725001	11304-1	3443	BRANDLEY ENGINEER	220-531-43031	PMMP	1,950.00	08/25
Total BRANDLEY ENGINEERING, INC.:							1,950.00	
CADENCE TEAM INC.								
08/07/2025	113756	4761	19689	CADENCE TEAM INC.	300-531-43031	IT PARTS - ARUBA SWI	6,470.93	08/25
Total CADENCE TEAM INC.:							6,470.93	
COLANTUONO, HIGHSMITH & WHATLEY, PC								
08/07/2025	80725002	65892	18736	COLANTUONO, HIGHS	100-412-43031	06/25-MAIN STREET T	299.00	08/25
Total COLANTUONO, HIGHSMITH & WHATLEY, PC:							299.00	
DIY HOME CENTER								
08/07/2025	113757	164295	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	324.76	08/25
Total DIY HOME CENTER:							324.76	
HELENA ELICH LIVING TRUST								
08/07/2025	113758	13MML1	19868	HELENA ELICH LIVING	245-445-43035	167 MEADOW LANE U	2,250.00	08/25
Total HELENA ELICH LIVING TRUST:							2,250.00	
HMC GROUP								
08/07/2025	80725003	180415	10804	HMC GROUP	300-531-43031	06/25-PROFESSIONAL	2,470.00	08/25
08/07/2025	80725003	180416	10804	HMC GROUP	300-531-43031	06/25-PROFESSIONAL	23,375.82	08/25
08/07/2025	80725003	180417	10804	HMC GROUP	300-531-43031	06/25-PROFESSIONAL	75,908.85	08/25
Total HMC GROUP:							101,754.67	
HOT CREEK AVIATION, LLC								
08/07/2025	113759	AUGUST 2025	6335	HOT CREEK AVIATION,	220-471-45010	HANGAR RENTAL	7,061.27	08/25
08/07/2025	113759	SEPTEMBER 2	6335	HOT CREEK AVIATION,	220-471-45010	HANGAR RENTAL	7,061.27	08/25
Total HOT CREEK AVIATION, LLC:							14,122.54	
LOS ANGELES DEPARTMENT OF WATER & POWER								
08/07/2025	113760	BL-1500 07.01.	259	LOS ANGELES DEPAR	220-471-45010	BL-1500 RENT LONG V	500.00	08/25
Total LOS ANGELES DEPARTMENT OF WATER & POWER:							500.00	

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MIKULICICH, LAKOTA								
08/07/2025	113765	3-MML-2	19749	MIKULICICH, LAKOTA	245-445-43035	LEASE TO LOCALS	2,375.00	08/25
Total MIKULICICH, LAKOTA:							2,375.00	
PETERBILT TRUCK PARTS & EQUIPMENT, LLC								
08/07/2025	80725004	X101281712:0	8484	PETERBILT TRUCK PA	910-000-13003	PARTS	848.24	08/25
Total PETERBILT TRUCK PARTS & EQUIPMENT, LLC:							848.24	
PLACEMATE, INC.								
08/07/2025	80725005	1848	19701	PLACEMATE, INC.	245-445-43035	07/25-LEASE TO LOCA	7,500.00	08/25
Total PLACEMATE, INC.:							7,500.00	
ROCK-N-DIRT INC								
08/07/2025	80725006	08012025	19869	ROCK-N-DIRT INC	300-531-43031	2025 MISC CONC - PR	130,710.31	08/25
Total ROCK-N-DIRT INC:							130,710.31	
SHEET, THE								
08/07/2025	113761	12624	6678	SHEET, THE	300-531-43031	06/25-ADVERT MACC	1,408.00	08/25
08/07/2025	113761	12621	6678	SHEET, THE	100-440-43130	06/25-ADVERT	364.00	08/25
08/07/2025	113761	12583	6678	SHEET, THE	100-413-43130	06/25-ADVERT	870.00	08/25
Total SHEET, THE:							2,642.00	
SILVER STATE INTERNATIONAL TRUCKS								
08/07/2025	80725007	X201175526:01	35	SILVER STATE INTERN	910-000-13003	CREDIT MEMO	377.13-	08/25
08/07/2025	80725007	X201175286:01	35	SILVER STATE INTERN	910-000-13003	PARTS	205.31	08/25
08/07/2025	80725007	X201174041:01	35	SILVER STATE INTERN	910-000-13003	PARTS	30.92	08/25
08/07/2025	80725007	X201173774:01	35	SILVER STATE INTERN	910-000-13003	PARTS	382.04	08/25
08/07/2025	80725007	X201173653:02	35	SILVER STATE INTERN	910-000-13003	PARTS	4,002.86	08/25
08/07/2025	80725007	X201173653:01	35	SILVER STATE INTERN	910-000-13003	PARTS	6,074.60	08/25
08/07/2025	80725007	X201175072:01	35	SILVER STATE INTERN	910-000-13003	CREDIT MEMO	150.45-	08/25
Total SILVER STATE INTERNATIONAL TRUCKS:							10,168.15	
STEVE'S AUTO & TRUCK PARTS								
08/07/2025	113762	146207	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	56.76	08/25
08/07/2025	113762	146249	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	7.28	08/25
08/07/2025	113762	146278	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	15.35	08/25
08/07/2025	113762	146321	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	15.35	08/25
08/07/2025	113762	146347	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	8.05	08/25
08/07/2025	113762	146658	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	22.83	08/25
08/07/2025	113762	146768	1221	STEVE'S AUTO & TRU	910-000-13003	CREDIT MEMO	19.40-	08/25
08/07/2025	113762	146686	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	150.99	08/25
Total STEVE'S AUTO & TRUCK PARTS:							257.21	
TANAKA, RYAN								
08/07/2025	80725008	07112025	19149	TANAKA, RYAN	100-420-43150	PER DIEM	221.00	08/25
Total TANAKA, RYAN:							221.00	
TRANSUNION RISK & ALTERNATIVE								
08/07/2025	113763	45851-202506-	10413	TRANSUNION RISK &	100-420-43031	JUNE 2025	75.00	08/25

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total TRANSUNION RISK & ALTERNATIVE:							75.00	
TREMAINE & ASSOCIATES INC								
08/07/2025	80725009	3364	19870	TREMAINE & ASSOCIA	300-531-43031	ENVIRONMENTAL - NE	2,800.00	08/25
Total TREMAINE & ASSOCIATES INC:							2,800.00	
WILLDAN								
08/07/2025	113764	002-35308	18417	WILLDAN	300-531-43031	PLAN REVIEW - MACC	441.00	08/25
Total WILLDAN:							441.00	
Grand Totals:							780,279.33	

Signature: Jamie Gray Date 8/7/25

Signature: Nolan Bobroff Date 8-7-2025

Signature: Megan Chapman Date 8/7/25

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

TOWN COUNCIL STAFF REPORT

Title: Approve the letter of public comment from the Town Council regarding the proposed Reorganization of the United States Forest Service.

Meeting Date: August 20, 2025

Prepared by: Lawson Reif – Outdoor Recreation Manager

RECOMMENDATION:

Provide edits and feedback to be used to provide Council approved 'public comment' on the proposed reorganization of the Department of Agriculture, with a focus on the US Forest Service.

BACKGROUND:

In an effort to consolidate, unify, and optimize the functions of the US Department of Agriculture, with the goal of improved effectiveness, accountability, enhanced services, reduced bureaucracy, and cost savings, the Secretary of Agriculture is seeking public comment on the proposed reorganization of the department, which is outlined and attached to this agenda item.

The draft letter & analysis provided will focus specifically on the United States Forest Service, which is housed within the Department of Agriculture. Also enclosed is the response from the Congressional Committee on Agriculture, which provides further context related to the impacts of this reorganization proposal.

ANALYSIS:

Overall analysis is contained within the draft letter provided to Council. In a nutshell, the current proposal lacks the detail necessary to truly determine if the proposed reorganization would have any positive benefit to federal cost savings, public lands, visitors to those lands, local communities, and scientific research.

THE SECRETARY OF AGRICULTURE
WASHINGTON, D.C.
20250-0100

July 24, 2025

Secretary Memorandum: SM 1078-015

Subject: Department of Agriculture Reorganization Plan

Section 1. **Purpose**: This Secretary Memorandum authorizes and directs the actions necessary to effectuate the consolidation, unification, and optimization of functions within the Department of Agriculture (USDA) to achieve improved effectiveness and accountability, enhanced services, reduced bureaucracy and cost savings for the American people. These actions constitute the USDA Department Reorganization Plan.

Section 2. **Authority**: This Memorandum is issued under the authority of Reorganization Plan No. 2 of 1953 (5 U.S.C. app.; 7 U.S.C. 2201 note) and The Department of Agriculture Reorganization Act of 1994 (Pub. L. 103-354).

Section 3. **Background**: Since its legislated establishment in 1862, USDA has been known as "The People's Department," a title reflecting its mission to serve farmers, ranchers, landowners, and rural communities, and perform critical public services that benefit all Americans. The Department is reverting to its core mission to ensure:

- American agriculture feeds all across the United States and the world.
- American farmers, ranchers, and producers compete on a world stage that is fair, just, and on terms that put America First.
- Confidence in our programs to fight disease, feed the needy, manage our land and forests, and work for all of American agriculture.
- That Make America Great Again and Make America Healthy Again exist not in opposition to one another, but as complements to a common mission for our country.

Section 4. **Key Pillars**: USDA is committed to preserving critical public safety and other public services the American public relies upon. Reductions and impacts to wildland firefighting, inspection, and farmer and rural community front-line facing positions will be minimized. The USDA Reorganization Plan will be guided by four key pillars:

Principle 1: Ensure the Size of USDA's Workforce Aligns with Financial Resources and Priorities

Over the last four years, USDA's workforce grew by approximately 8% and employees' salaries increased by 14.5%. Many of these salaries were funded by temporary funding. As part of this reorganization, USDA is not conducting a large-scale workforce reduction. To make certain USDA can afford its workforce, this reorganization is another step of the Department's process of reducing its workforce. Much of this reduction was through voluntary retirements and the Deferred Retirement Program (DRP), a completely voluntary tool. As of today, 15,364 individuals voluntarily elected deferred resignation. This re-alignment will be undertaken to mitigate adverse consequences to those agencies which rely upon temporary workforces that increase at different times of the year. Examples include Forest Service increases during the spring and summer months due to wildland firefighting, Agricultural Marketing Service increases due to agricultural product grading activities during harvest time, and field-based agricultural activities involving the Farm Production and Conservation Mission Area.

USDA has and will continue to fully leverage voluntary programs such as the Deferred Resignation Program (DRP), Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Payments (VSIPs). The Department will also leverage directed and voluntary reassignments to ensure the workforce is aligned with mission priorities. Focused and limited Reductions in Force will be implemented only if needed and only after approval by USDA's Deputy Secretary.

Principle 2: Bring USDA Closer to Its Customers by Relocating Resources Outside of the National Capital Region

The Department currently employs approximately 4,600 individuals that work within the National Capital Region (NCR). This Region has one of the highest costs of living in the country, with a federal salary locality rate of 33.94%. To ensure USDA is located closer to the people it serves while achieving savings to the American taxpayer, USDA will relocate much of its Agency headquarters and NCR staff from the Washington, D.C. area to five hub locations. The selection of these hub locations takes into consideration existing concentrations of USDA employees and the cost of living for USDA employees. At the conclusion of implementation, it is USDA's goal to retain no more than 2,000 employees within the NCR.

The five hub locations and current Federal locality rates are:

1) Raleigh, North Carolina (22.24%)
2) Kansas City, Missouri (18.97%)
3) Indianapolis, Indiana (18.15%)
4) Fort Collins, Colorado (30.52%)
5) Salt Lake City, Utah (17.06%)

In addition to these five hubs, USDA will maintain two additional core administrative support locations: Albuquerque, New Mexico and Minneapolis, Minnesota. These two locations have substantial concentrations of human resources staff that support the delivery of critical public safety

functions. USDA will continue to maintain critical service centers and laboratories including agency service centers in St. Louis, Missouri; Lincoln, Nebraska; and Missoula, Montana.

Regarding existing facilities within the NCR:

Whitten Building: this facility will be retained as USDA's headquarters.

Yates Building: this facility will be retained for use and USDA will fully leverage available office space for USDA mission areas and staff offices.

National Agricultural Library: retained for use, and the Department will fully leverage available office space for USDA mission areas and staff offices.

South Building: this facility will be vacated.

Braddock Place: this facility will be vacated.

Beltsville Agricultural Research Center (BARC): this facility will be vacated over multiple years to avoid disruption of critical USDA research activities.

George Washington Carver Center (GWCC): this facility will be sold or transferred upon conclusion of its use as a temporary location for USDA personnel during the re-alignment of USDA offices and personnel

Principle 3: Eliminating Management Layers and Bureaucracy
The Department will reduce or eliminate stand-alone regional offices and other similar bureaucratic management layers. To promote coordination across USDA, regional offices and other similar management layers will be co-located in the hub locations to the greatest extent possible.

- The Agriculture Research Service will eliminate its Area Offices. Residual functions will be performed by its Office of National Programs.
- The National Agricultural Statistics Service will consolidate its 12 existing regions into five USDA Hubs over a multi-year period.
- The Food and Nutrition Service will reduce its number of regions from seven to five and align locations with the USDA Hubs and Service Centers over a two-year period
- The Forest Service will phase out the nine Regional Offices over the next year and implementation activities will take into consideration the ongoing fire season. The Forest Service will maintain a reduced state office in Juneau, Alaska and an eastern service center in Athens, Georgia. The current stand-alone Research Stations will be consolidated into a single location in Fort Collins, Colorado. The Forest Service will retain the Fire Sciences Lab and Forest Products Lab – the former, vital for protection from forest fires and the latter, critical for assessing market development opportunities for timber and other forest products and related industries.
- The Natural Resources Conservation Service will align its regional structure with the five USDA hub locations.
- Animal and Plant Health Inspection Service centers will remain at current locations as they are located in USDA hub locations.

Principle 4: Consolidate Support Functions
To reduce duplication and provide consistency across USDA, support functions will be consolidated. Mission area and agency resources will be realigned to the consolidated functions.

The Department will:

- Consolidate civil rights functions into the Office of the Assistant Secretary for Civil Rights, which will deliver all statutorily required civil rights functions.
- Consolidate Freedom of Information Act and related information management functions within the Office of General Counsel.
- Consolidate Legislative Affairs functions into the Office of Congressional Relations.
- To the maximum extent practicable, consolidate communication and public affairs functions within the Office of Communication.
- Eliminate the duplication and redundancy between the Office of Budget and Program Analysis and the Office of the Chief Financial Officer and streamline budget and financial operations across USDA.
- Where possible and appropriate, complete information technology consolidation activities with services fully provided by the Office of the Chief Information Officer.
- Consolidate tribal relations functions within mission areas and ensure the Office of Tribal Relations delivers all statutorily required tribal relations functions.
- Consolidate human resources functions in the Office of the Assistant Secretary for Administration (ASA). Although human resources will be consolidated, agencies will still have focused hiring support including a dedicated team for wildland firefighting hiring.
- Consolidate contracting functions in the ASA. Although contracting resources will be consolidated, dedicated teams for commodity procurement and wildland firefighting incident support will continue to exist. The Department will transfer contracting for common goods and services to the General Services Administration during FY 2026. To eliminate redundancy, the Office of Small and Disadvantaged Business will be reduced to a single position that focuses on statutory requirements.
- Consolidate lease administration and management functions in the ASA.
- Consolidate grants and financial assistance to provide better controls and promote efficiency. This consolidation will include, where feasible, the transfer of grant making and administration functions from USDA offices and agencies that currently have limited capacity to perform such duties to other offices and agencies.
- Eliminate the redundancy in student programs in the Office of Partnerships and Public Engagement (OPPE) and the Agricultural Research Service (ARS) by realigning OPPE student programs to ARS.

Section 5. **Implementation:**

a. **Deputy Secretary.** The Deputy Secretary will lead the implementation of the USDA Reorganization Plan and may make changes or adjustments to the plan as needed.

b. **The Office of the General Counsel and the ASA.** The Office of the General Counsel and the Office of the ASA are directed to take all necessary steps to support the Deputy Secretary in implementation of the USDA Reorganization Plan

c. **The Office of the Assistant Secretary for Congressional Relations.** The Office of the Assistant Secretary for Congressional Relations is directed to work with the Office of General Counsel on all necessary Congressional notifications.

d. **Agency Heads and Department Officials**. Under Secretaries, Agency Heads, and Department Officials are directed to take all necessary actions to implement the USDA Reorganization Plan as directed by the Deputy Secretary.

Section 6. **Effect of the Memorandum**: The implementation of this Secretary Memorandum will improve the internal management of the Department. This Secretary Memorandum and any resulting actions do not confer any right or benefit (substantive or procedural) to any party. To the extent there is any inconsistency between the provisions of this Secretary Memorandum and any Federal law or regulation, the provisions of such law or regulation will control.

Section 7. **Delegation**: This Memorandum delegates to the Deputy Secretary all authorities necessary to implement the USDA Reorganization Plan.

Section 8. **Expiration Date**: This Secretary Memorandum is effective immediately and will remain in effect until the earlier of the completion of the USDA Reorganization Plan or the revocation of this memorandum.

BROOKE L. ROLLINS
Secretary of Agriculture

Congress of the United States

Washington, DC 20515

August 13, 2025

The Honorable Brooke Rollins
Secretary U.S. Department of Agriculture
1400 Independence Avenue, SW
Washington, DC 20250

Secretary Rollins,

On July 24th, without notice or input from Congress or key stakeholders and constituencies, you announced a significant reorganization of the U.S. Department of Agriculture (USDA).[1] The lack of consultation and seeming lack of evaluation and analysis prior to issuing this plan demonstrates a concerning failure to learn the lessons from similar efforts undertaken by USDA during the first Trump administration. As Members of the committee with jurisdiction over USDA, we are deeply concerned that the Department's proposal will make it less effective and significantly hinder its ability to provide the customer service and support our farmers and rural communities deserve. Especially given that the Department has reportedly already lost or forced out 21,600, or one-fifth, of it its employees this year – the second-most workforce reductions of all federal agencies.[2]

That the Administration did not consult with Congress on a planned reorganization of this magnitude prior to its publication is unacceptable. The 30-day comment period announced on August 1st is appreciated and, on its face, could serve as a meaningful opportunity for stakeholder input.[3] However, given the Secretary's recent comments that the plan is "95 percent baked," we are very skeptical and deeply concerned that any feedback provided over the next month will not be seriously considered because the fundamental decisions behind this plan are already set in stone.[4] These concerns are further supported by the fact that the Department has already selected the "hub" cities for the relocation and that the Department cannot or will not provide any analysis or data backing the selection of these sites, allegedly based on the principle of lower cost of living.

On July 25th, USDA staff informed staff from the Agriculture and Appropriations Committees of the House of Representatives and Senate that the Department had no data or analysis backing up the decisions outlined in the July 24th memo to share with members or our staff. This too is unacceptable. To conduct a 30-day engagement period without providing Congress and stakeholders with sufficient information to fully evaluate this reorganization plan is an insult to both and sends the message the comment period is more about optics rather than substance.

Unfortunately, the Department is failing to learn from the mistakes of the first Trump Administration by already falling short of the paltry substandard process set forth when the Administration relocated just two agencies, USDA's Economic Research Service (ERS) and National Institute of Food and Agriculture (NIFA), outside of the Washington, DC area. The ERS/NIFA move process was criticized by Government Accountability Office (GAO) for "minimally involv[ing] employees, Congress, and other key

[1] USDA, *Department of Agriculture Reorganization Plan, SM 1078-015,* July 24, 2025.
[2] Partnerships for Public Service, "Federal Harms Tracker: The Cost to Your Government," updated July 21, 2025.
[3] USDA, *Secretary Rollins Announces USDA Reorganization, Restoring the Department's Core Mission of Supporting American Agriculture*, July 24, 2025.
[4] Politico, "Rollins 'open' to reorg tweaks," August 4, 2025.

stakeholders in relocating the agencies" and not following all "leading practices for effective agency reforms and strategic human capital management."[5] Yet, while far from perfect, it did at least include a dedicated site selection process and analysis with the support of third-party real estate experts based on critical factors like quality of life, personnel and operation costs, workforce availability, and logistics, despite being a smaller reorganization than that now considered.[6]

About 75 percent of employees affected by the ERS/NIFA relocation from Washington, DC to Kansas City, MO declined the move, resulting in a massive brain drain and significant loss of productivity at both agencies. The 2022 study by the GAO evaluating the relocation found that productivity declined at both agencies – ERS produced fewer reports, NIFA took longer to process grants, and employees at both new locations were significantly less experienced than at the prior location. Additionally, employee diversity at the two agencies declined precipitously: the proportion of Black or African American staff at NIFA declined from 47 percent to 19 percent, the percent of Hispanic or Latino employees was cut in half, and the employees identifying as "other races" decreased.[7]

To proceed in this manner while ignoring both the actual results from previous similar relocation/reorganization efforts and the multiple findings and recommendations by GAO regarding such earlier efforts demonstrates such a high level of indifference as to show a complete lack of respect for the hard working men and women of the Department and the Americans who depend on its services, particularly our farmers and ranchers. How can the Department expect different or better results despite doing less preparation and analysis to relocate significantly larger portions of USDA? It causes us to wonder whether the Department knows that the results will be the same and just does not care. Regardless, we find this entire process, or lack thereof, deeply concerning.

If similar results occur as the result of this reorganization plan, the Department will be paralyzed, and it will be the millions of American famers and families that depend on USDA services who pay the price. Given the magnitude of impact changes of this scale could have, we request answers to the following questions no later than August 20, 2025, so as to give the Committee time to adequately respond within the Department's thirty-day engagement window.

General Questions

- The July 24th memo states that it is "effective immediately and will remain in effect until the earlier of the completion of the USDA Reorganization Plan or the revocation of [the] memorandum." However, on July 25th, USDA staff indicated that this document will not be acted upon for 30 days while the Department seeks congressional and employee feedback and, on August 1st, USDA publicly announced a 30-day public comment period ending on August 26th.[8]
    - Please confirm the date of effectiveness and timeline for implementation of the memo.
    - After the 30-day feedback period ends on August 26th, will there be a period where the memo will not be in effect as USDA makes changes to incorporate congressional and USDA employee feedback?

[5] GAO, *Agency Relocations: Following Leading Practices Will Better Position USDA to Mitigate the Ongoing Impacts on Its Workforce*, GAO-23-104709, Dec. 14, 2022; GAO, *Evidence-Based Policy Making: USDA's Decision to Relocate Research Agencies to Kansas City Was Not Fully Consistent with and Evidence-Based Approach*, GAO-22-104540, Apr. 19, 2022.

[6] Federal Register, *A Notice by the Agriculture Department: Notice of Request for Expression of Interest for Potential Sites for Headquarters Office Locations,* August 15, 2018; USDA, *NIFA and ERS Relocation: Cost Benefit Analysis,* June 13, 2019.

[7] GAO, *Agency Relocations: Following Leading Practices Will Better Position USDA to Mitigate the Ongoing Impacts on Its Workforce*, GAO-23-104709, Dec. 14, 2022;

[8] USDA, *USDA Opens Public Comment Period on Department Reorganization Plan,* August 1, 2025.

- What analysis was done within the Department to rate, rank and select the new "hub" locations? Please provide all documentation.
- Why was a Request for Expression of Interest for Potential Sites and subsequent analysis, similar to that conducted by USDA and Ernst and Young to select the location for ERS and NIFA, not completed prior to the announcement of the "hub locations" for this reorganization?
- Does the Department have any preliminary assessments, calculations or cost-benefit analysis regarding the costs of the reorganization, including consideration of any costs associated with additional facilities, quality of life, cost of living, land costs, labor force variables, infrastructure, commute times, and, where relevant, access to data centers? If not, we strongly urge USDA to conduct and provide cost estimates of this proposed reorganization and to provide that information to Congress with a minimum of two weeks to evaluate before acting upon the reorganization plan.
- How does the Department's reorganization plan keep "USDA closer to its customers" and maintain access to services within regions of the U.S. which will no longer have USDA regional offices located within the region (e.g. FNS, NASS)?
- What is USDA's planned timeline for undertaking employee engagement and union engagement for each of the agencies impacted by the reorganization and its proposed closures and relocations? Please provide specific timelines for engaging with employees for all agencies, including those with and without stated timelines for relocations and closures. While we understand that each agency's move has a different timetable, if the 30-day period following the announcement and publication of the reordination plan is intended to allow for congressional and USDA employee feedback, employee engagement should be occurring now to determine if adjustments need to be made.
- Please provide current staffing numbers for each impacted agency as of the most recent pay period as well as details on how many employees within each agency will be required to move under this reorganization plan, including both the 2,600 employees moving outside of the DC-area and the employees currently located in regional and local offices who will be required to relocate to "hub" cities.
- Please provide organizational charts for all agencies and offices impacted by the reorganization, including details on the physical locations of agency offices and the number and type of employees impacted at each location.
- Please provide a full list of agencies and offices that were exempted from this reorganization plan and the rationale for exclusion. Please provide data and analysis to support USDA's reasoning.
- Previous reports indicated that USDA was targeting as many as 30,000 job cuts through its deferred resignation program and its reduction-in-force plan. Given that the July 24th press release announcing this plan stated that "this reorganization is another step of the Department's process of reducing its workforce," is this reorganization intended to directly or indirectly lead to a reduction in the department's overall workforce? If so, is there a specific reduction in the number of USDA employees at that this reorganization is targeting?
- Will any jobs be eliminated as part of the plan to "consolidate support functions"? Please provide a breakdown by agency and role as well as any analysis or data that USDA used to make these determinations.
- If a current employee chooses not to relocate and instead leaves federal service, is it possible that their position will be eliminated or will the Department seek to fill all vacant relocated positions?
- The July 24th memo states that USDA will "consolidate grants and financial assistance" including, "where feasible, the transfer of grant making and administration functions from USDA offices and agencies that currently have limited capacity to perform such duties to other offices and agencies." Please provide details on the specific agencies for which grant making and administration functions will be transferred away from and to which agencies they will be transferred to.

Agency or Office Specific Questions

Assistant Secretary for Administration

- How many positions will be eliminated from the Office of Small and Disadvantaged Business?

Agricultural Research Service (ARS)

- USDA has indicated it will move Office of Partnerships and Public Engagement (OPPE) student programs to ARS. Please provide a full list of the student programs impacted. Additionally, please provide a full list of student programs located outside of OPPE and ARS that will not be relocated.
- How will the elimination of ARS area offices impact regional partnerships with universities, companies and organizations geographically far from the Office of National Programs?

Civil Rights

- The July 24th memo, states that USDA will "consolidate civil rights functions into the Office of the Assistant Secretary for Civil Rights, which will deliver all statutorily required civil rights functions." Will there be a reduction in the overall staff that currently deliver statutory as well as non-statutory civil rights functions?

Food and Nutrition Service (FNS)

- The July 24th memo states that "FNS will reduce its number of regions from seven to five and align locations with the USDA Hubs and Service Centers over a two-year period." How did USDA determine that a two-year period would be sufficient for relocating or closing all 7 regional offices? Please provide any analysis that informed this decision.
- Based on feedback from USDA staff on July 25th, we understand items in the memo without timelines are "open questions," awaiting congressional and employee feedback. How did USDA reach a decision to take more time and gather more input before establishing timelines for some agencies included in the reorganization and not others? Why was this consideration not given for changes to FNS? Please provide any analysis that informed this decision.
- As of the July 25th briefing, USDA staff indicated that, given the lack of overlap between the new "hub locations" and the existing FNS regional offices,[9] all FNS regional office employees will be asked to relocate. Additionally, while the current Mountain Plains Region (CO, KS, MO, MT, NE, ND, SD, WY) would have two regional offices, there would no longer be FNS Regional Offices in 3 of the 7 current regions, impacting the Northeast Region (CT, MA, ME, NH, NH, NY, RI, USVI), Mid-Atlantic Region (DC, DE, MD, NJ, PA, PR, VA, WV), and Western Region (AK, AS, CA, CNMI, GU, HI, ID, NV, OR, WA) under the reorganization plan.
    - Is this still consistent with USDA's reorganization plans for FNS? If not, please provide the rationale for any changes to the plan.
    - How does USDA plan to ensure that states in the current Northeast, Mid-Atlantic, and Western regions have sufficient access to regional office support?
    - What kind of analysis was done to ensure that relocating all FNS offices and consolidating from 7 to 5 offices, with no representation in 3 regions, could provide sufficient staff and coverage to operate effectively and support all states? Please provide any analysis that informed this decision.
    - Please provide a new FNS regional office map indicating which "hubs" will serve as regional offices for each state.
- How does this reorganization support effective implementation of H.R.1 and the need to provide thorough technical assistance to states and counties as they implement significant changes to SNAP required by this law, including working to reduce their state error rate?

[9] USDA FNS, *FNS Regional Offices,* accessed August 5, 2025.

    - In the hearing held on this reorganization by the Senate Committee on Agriculture on July 30th[10], Deputy Secretary Vaden stated that the reorganization would reduce SNAP state error rates, bring more FNS employees "into the field," provide "more people for individuals in Alabama and every other state to reach out to help with technical assistance." As part of the written response to this question, please provide 1) the number of staff located in FNS regional offices on January 20, 2025, 2) the number of staff in FNS regional offices on July 24th, 2025, 3) the number of staff in DC-area and FNS regional offices the plan proposes to relocate, 4) the anticipated loss of FNS staff due to these relocations and 5) the anticipated length of time it will take to hire and train newly hired staff to replace employees who decline to relocate.
- How does conducting this reorganization within 2 years enable FNS to provide TA and support states and counties in implementing the significant changes required by H.R.1, both effective immediately and for those changes phasing in over the next 2-4 years?
- How many FNS staff currently located at the Alexandria, VA location will be asked to relocate to regional hubs? How is USDA determining which staff or functions should be relocated?
- In order to accommodate an influx of FNS staff to the "hubs," will the Department be required to purchase additional facilities or sign additional leases? If so, please provide the anticipated number of additional facilities needed and the anticipated cost.

Forest Service

- The July 24th memo states that the Forest Service "will phase out the nine Regional Offices over the next year and implementation activities will take into consideration the ongoing fire season." How did USDA determine that a 1-year period would be sufficient to phase out all nine Regional Offices? Please provide any analysis that informed this decision.
- Based on feedback from USDA staff on July 25th, we understand items in the memo without timelines are "open questions," awaiting congressional and employee feedback. How did USDA reach a decision to take more time and gather more input before establishing timelines for some agencies included in the reorganization and not others? Why was this consideration not given for changes to the Forest Service? Please provide any analysis that informed this decision.
- How will the Forest Service reassign staff in existing Regional Offices? Will staff be reassigned to the new hub in Fort Collins, CO or the Fire Sciences Lab and Forest Products Lab? Will any employees be redirected to fill existing vacancies in National Forest Ranger Districts? What are the costs associated with moving employees to their new locations?
- Please provide a new organizational chart for the Forest Service. Where will the roles and responsibilities of Regional Foresters and their offices be located moving forward? Will each National Forest Supervisor report directly to the Chief?
- Did the Forest Service consider the value of existing relationships between its stand-alone Research Stations and nearby universities? How will the Agency ensure that ongoing research and collaboration with these universities be continued when the stations are closed?
- In order to accommodate an influx of new staff, will the Research Station in Fort Collins, Colorado be expanded? Will that require the Forest Service to acquire new facilities or sign additional leases? What analysis has been done to assess the impact of consolidating the Research Stations?
- Does the Department intend to move the Forest Service headquarters away from the Yates Building in Washington, DC?

National Agricultural Statistics Service (NASS)

- How will the consolidation of NASS affect regional surveying and direct farmer relationships?

[10] Senate Committee on Agriculture, Nutrition, & Forestry, *Full Committee Hearing "Review of the USDA Reorganization Proposal,"* July 30, 2025.

- The Census of Agriculture data is collected through a combination of surveys through mail, telephone, personal interviews, and field visits. How does consolidating NASS into five hubs instead of the existing regions affect the viability of field visits?
- Previous relocations of REE personnel have resulted in major loss of experienced staff. How many full-time REE employees are expected to be lost in the near- and long-term?
- If employee numbers dramatically decrease in the short term, which reports would NASS have to discontinue?
- What measures is USDA taking to ensure that the reorganization does not decrease the detail and quality of NASS products?

Natural Resources Conservation Service (NRCS)

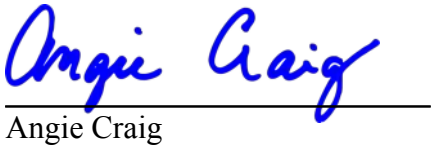
- Will NRCS be split amongst the five "hub locations" or will it be located in a single "hub?" If that decision has not yet been made, what factors or analysis will it be based upon?
- Who will lead NRCS offices at each hub location? Will State Conservations be expected to report to these individuals as opposed to the Chief?
- How will the Department consider aligning its new regional structure with existing facilities, staff and functions at the Central National Technology Support Center in Ft. Worth, TX and National Soil Survey Center in Lincoln, NE?
- What safeguards is the Department putting in place to ensure that no NRCS services to farmers are interrupted during any consolidation efforts?
- Does the Department consider NRCS sufficiently staffed to meet the growing demand for participation in conservation programs? How will this reorganization impact NRCS service centers throughout the country?

Tribal Relations

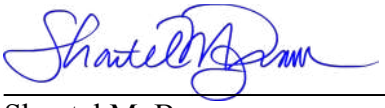
- The July 24th memo, states that USDA will "consolidate tribal relations functions within mission areas and ensure the Office of Tribal Relations delivers all statutorily required tribal relations functions." Will there be a reduction in the overall staff that currently deliver statutory as well as non-statutory tribal relations functions?

Given the potential impact of this reorganization plan on nearly every function of USDA, on 2,600 employees in the DC, Maryland, and Virginia areas as well as a significant number of employees across the United States in regional offices, and the millions of American famers and families that depend on USDA services, and the short, 30-day timeline the Department has given Congress for evaluating and providing feedback on this plan, we require answers to the preceding questions no later than August 20, 2025.

Thank you for your consideration,



Angie Craig
Member of Congress
Ranking Member, Committee on Agriculture



Shontel M. Brown
Vice Ranking Member
Committee on Agriculture



David Scott
Member of Congress



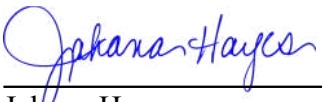
Jim Costa
Member of Congress



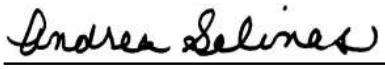
James P. McGovern
Member of Congress



Alma S. Adams, Ph.D.
Member of Congress



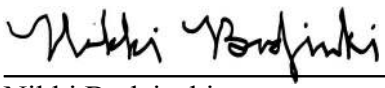
Jahana Hayes
Member of Congress



Andrea Salinas
Member of Congress



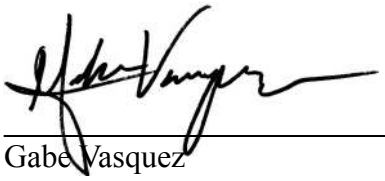
Jill Tokuda
Member of Congress



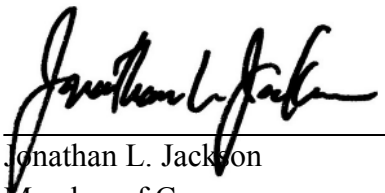
Nikki Budzinski
Member of Congress



Eric Sorensen
Member of Congress



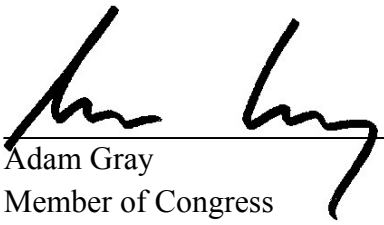
Gabe Vasquez
Member of Congress



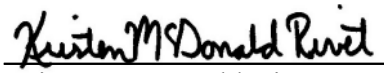
Jonathan L. Jackson
Member of Congress



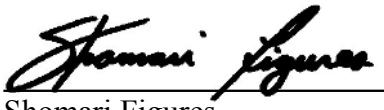
Shri Thanedar
Member of Congress



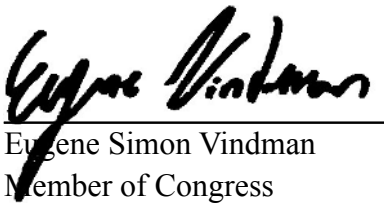
Adam Gray
Member of Congress



Kristen McDonald Rivet
Member of Congress



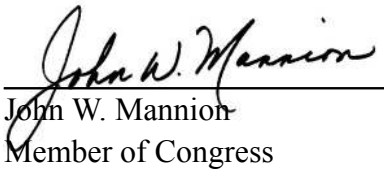
Shomari Figures
Member of Congress



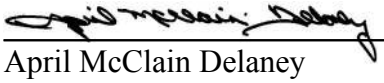
Eugene Simon Vindman
Member of Congress



Josh Riley
Member of Congress



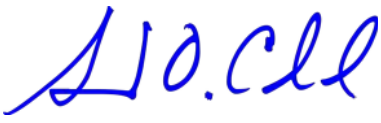
John W. Mannion
Member of Congress



April McClain Delaney
Member of Congress



Chellie Pingree
Member of Congress



Salud Carbajal
Member of Congress

CC: U.S. Department of Agriculture Deputy Secretary Vaden

Town of Mammoth Lakes
P.O. Box 1609, Mammoth Lakes, CA, 93546
(760) 965-3600
www.townofmammothlakes.ca.gov

August 20, 2025

Attn: Brooke Rollins
Secretary of Agriculture
Washington D.C.

Dear Secretary Rollins,

The Mammoth Lakes Town Council on behalf of the Town of Mammoth Lakes (TOML) is writing with regards to the proposed Department of Agriculture Reorganization Plan dated July 24th, 2025. Council comments will be specific to the US Forest Service (USFS), as the Town of Mammoth Lakes is surrounded by the Inyo National Forest and these lands support our recreation-based economy.

Recent reductions in force (RIF) at the local and regional levels have already had drastic negative effects on Eastern Sierra communities, resulting in dirty restrooms, overflowing trash, uneducated visitors, exorbitantly long (years or more) turnaround times for permits & agreements, difficulties implementing the National Environmental Policy Act (NEPA) efficiently, lack of wilderness oversight, limited trail maintenance, and an overall inability to take on new project work. Rural communities have felt the effects of these RIFs most acutely, as many do not possess the resources to support the federal government's efforts to alleviate these, and many other issues caused by reducing an already strained workforce.

While TOML supports opportunities that can come with a USFS reorganization, such as increased efficiency, better customer service, and support for rural culture and values, the plan as it exists currently does not provide the necessary detail or overall structure that would allow for these goals to be achieved. Similarly, developing this reorganization in a vacuum, without notice or input from congress or key stakeholders, is both short-sighted and imprudent.

Generally speaking, the following topics are not addressed in this reorganization in any meaningful way and are crucial elements to the effectiveness of the agency:

What are the Goals and Objectives USDA is trying to Achieve?

- What is the vision?
- What data & analysis was used to formulate these determinations?
- How will success be measured?

Chain of Command

- The USFS chain of command structure is not clear.
- Who will individual USFS units report to?
- Absent regional offices, will individual units report directly to Washington, D.C.?

Coordination of Projects across Multiple Forests

- Partnered recreation projects that span multiple USFS units are vital to our rural region.
- Without a regional office, who at USDA/USFS will provide capacity to coordinate these projects?
- Will it be up to individual forest supervisors?

More specifically, there seems to be no clear objective and benefit to public lands described in the proposed reorganization. Without further clarification and details, TOML cannot support the following goals and objectives of the proposed reorganization.

Proposed Elimination of Washington & Regional Offices to 5 Hub Locations

- Currently there are 6 regional offices located west of the Mississippi River, which contain roughly 70% of National Forest System (NFS) Lands.
- What analysis was done to determine new hub locations? Has an organizational chart been developed?
- The proposed Hub model would reduce those offices to 2 and currently makes no reference to how those 6 regional offices will be divided between the 5 hubs. Furthermore, no hubs would be located West of Utah, leaving no regional presence in Nevada, Oregon, Washington, and California. With this in mind, how does this bring the USDA closer to its customers?
- Further consolidation of regional staff, especially to areas East of the Mississippi, will create a further disconnect between forest level issues and the regional staff often required to push projects forward. Scenarios where decisions are being made (or not made) by a staffer in Kansas City related to forest level matters in Western States does not seem logical.
- Current regional office staff live in the states containing the forests they manage, allowing for proximity to on-the-ground resources. Knowledge of Forest resources is critical to making decisions related to Forest Resources.

Proposed Elimination of Stand-Alone Research Stations

- The proposed elimination of stand-alone research stations will take research staff away from the resources they are charged with studying.
- This proposal could disincentivize research from occurring due to travel costs, lodging constraints, and employees being unwilling to spend extended periods outside their “hubs”.
- How were relationships between existing research stations and nearby universities determined? What will happen with current ongoing research studies?

Proposed Re-alignment of the Natural Resource Conservation Service (NRCS)

- The current proposal for NRCS realignment lacks specificity as the NRCS does not currently possess a regional structure similar to the USFS. What offices would be retained vs. removed? If State offices were removed this would once again eliminate any regional presence in a leading agricultural state such as California.

Finally, rural communities have their own sets of challenges and difficulties. Being that many rural communities rely on federal public lands to drive their local economies, along with often utilizing those dollars to support federal public land operations the following topics must be addressed in any reorganization efforts.

Consistency for Permitees that Create Jobs and Drive Rural Economies

- How will the reorganization ensure consistency for ski area operations across multiple operators in multiple western states that create local jobs and drive rural economic activity?
- How will the reorganization enhance consistency for recreation activities and operations across multiple USFS units in multiple states?
- How will the reorganization enhance consistency for timber sales and proactive wildfire mitigation projects across multiple USFS units in multiple states?
- How will the reorganization maintain consistency for important players on USFS lands that create jobs and drive rural economies?
    - Organizations such as
        - NSAA (National Ski Areas Association)
        - AFRC (The American Forest Resource Council)
        - NFRA (The National Forest Recreation Association)
        - LADWP (Los Angeles Department of Water and Power)
        - SPI (Sierra Pacific Industries)

NEPA Pay-to Play will Put Rural Communities at an Economic Disadvantage

- Who will benefit from the 125% expediting fee? Will funds go back to US Treasury and not benefit rural communities?
- Well-funded project proponents will jump to the head of the line, putting projects benefiting rural communities who depend on outdoor recreation and tourism at a disadvantage.
- Elimination of public comment process will deprive projects of technical expertise from private sector and local knowledge from rural communities who will now be at the back of the line.

Coordination of Technical and Legal Activities Including Permitting and Land Exchanges

- How will the reorganization benefit rural communities and individual USFS units with complex permitting, legal, and technical challenges?
    - FERC re-licensing?
    - Permitting for public utilities operating on federal public lands?

- Land exchanges that historically have been handled by regional *Land Exchange Teams*?
- Superfund sites on individual forests and in specific ranger districts?

On the Ground Presence of USFS + Roles for Automation and AI

- Will the reorganization process enhance the human presence on the ground for USFS Ranger Districts and USFS Forest Units? Will *dollars saved* from reorganization be put back into our public lands?
- Human relationships are critical to the success of projects, especially in rural areas, and will be critical to the success of goals to create jobs and enhance rural economic activity.
- Will the reorg plan result in additional losses to USFS staff?
- Artificial Intelligence is no substitute for engaged human presence on public lands to benefit rural communities and their recreation and tourism-based economies.

The Town of Mammoth Lakes Town Council urges the Department of Agriculture to give further consideration to any reorganization proposal and does not support the proposed reorganization as outlined in the July 24, 2025 Secretary Memorandum: SM 1078-015. As proposed, this reorganization would create further hardship on communities adjacent to public lands, the millions of annual visitors to these National Treasures, and the lands themselves. A more comprehensive, thoughtful, and detailed approach is needed in order for TOML to consider supporting a reorganization as described.

Sincerely,

Chris Bubser, Mayor
Mammoth Lakes Town Council
Town of Mammoth Lakes

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Consider the second amendment to the professional services agreement with DTA for the preparation of a Development Impact Fee and Housing Fee Nexus Study

Council Meeting Date: 8/20/2025

Prepared by: Nolan Bobroff, Community & Economic Development Director

Recommended Motion: Approve the resolution authorizing the second amendment to the professional services agreement with DTA to increase the agreement amount by $25,000 to $195,000, extend the term to June 30, 2026, and to make minor revisions to the scope of work.

Summary: The Town contracted with DTA, a financial consulting firm, in September 2021 to prepare a development impact fee (DIF) and affordable housing (AH) fee nexus study. The two studies are intended to replace the prior Affordable Workforce Housing Fee Nexus Study and Development Impact Fee Study that were both completed in 2015. For a variety of reasons, there have been several delays in moving the studies forward, primarily related to staffing challenges.

Administrative drafts of both studies have been provided to the Town and are being routed and reviewed by the various Town departments. Once the internal review is complete, a workshop with the Town Council will be conducted to walk through the fee recommendations. Following that workshop and the incorporation of any comments received, the nexus studies will be brought back to the Town Council for formal adoption. The goal is to have the studies before Town Council for consideration in early 2026.

The requested amendments to the DTA contract are necessary to provide additional time and funding resources for finalizing the reports and to update some of the calculations and assumptions that were used to determine the fee recommendations. The First Amendment to the DTA Agreement extended the term of the agreement to June 30, 2025.

Following adoption of the nexus studies, the Town Council will then consider potential changes to the AH and DIF fee schedules. Nexus studies establish the maximum fees that can be legally charged for the various AH and DIF fee categories; however, the governing body can choose to adopt a lower fee than the maximum, which is what happened in 2015. Changes to the fee schedules must be approved at a public hearing.

Attachment 1 – Second Amendment to the DTA Agreement
Attachment 2 – DTA Agreement

SECOND AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

PARTIES: This Second Amendment to Professional Services Agreement ("Second Amendment"), dated this **20th** day of **August 2025** ("Effective Date") and with retroactive effect to June 30, 2025, is entered into by and between **DTA**, a California Corporation ("Consultant") and the **Town of Mammoth Lakes** ("Town") (collectively, the "Parties") to amend the Professional Services Agreement between the Parties dated September 16, 2021 ("Agreement") as set forth below.

SECOND AMENDMENT: The Agreement is hereby amended by amending Sections 3.1.1, 3.1.2, and 3.3.1 as follows:

(i) 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional public finance consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" of the Agreement together with the Affordable Housing Fee Justification Study Revisions attached hereto and incorporated herein by reference.

(ii) 3.1.2 Term. The term of this Agreement shall be from September 15, 2021 to June 30, 2026, unless earlier terminated as provided in Section 3.5.1 of the Agreement. Consultant shall complete the Services within the term of this Agreement , and shall meet any other established schedules and deadlines.

(iii) 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates outlined in DTA's Hourly Rates table attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred and ninety-five thousand dollars ($195,000) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described in Section 3.3.4 of the Agreement, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

NO OTHER AMENDMENT: Except as modified by this Second Amendment, the Agreement remains binding on the Parties in full force and effect according to its terms.

INCORPORATION OF SECOND AMENDMENT. From and after the Effective Date of this Second Amendment, wherever the term "Agreement" or contract appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this Second Amendment.

COUNTERPARTS. This Second Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one fully executed Second Amendment.

AUTHORITY TO EXECUTE. Each signatory executing this Second Amendment on behalf of the Party below warrants that he or she is authorized to enter into and bind that Party to the terms of this Second Amendment.

IN WITNESS WHEREOF, the said Parties hereto have caused this Second Amendment to be executed on the Effective Date.

TOWN OF MAMMOTH LAKES

By: _____
Rob Patterson
Town Manager

Attest: _____
Jamie Gray
Town Clerk

DTA

By: _____
David Taussig
President

www.FinanceDTA.com
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

CONSULTANT AGREEMENT – NOTICE OF AUTHORIZATION

Date: June 26, 2025

Project: Mammoth Lakes Affordable Housing Development Impact Fee Justification Study
Description of Work : Revisions to 2024 Fee Justification Study (the "2024 Study")

Budget: Time and materials not to exceed $25,000, plus out-of-pocket expenses not to exceed $1,000.

Table 1: DTA's Hourly Rates

Labor Category	Labor Rate
President/Managing Director	$320/Hour
Senior Vice President	$290/Hour
Vice President	$270/Hour
Senior Manager	$225/Hour
Manager	$210/Hour
Senior Associate	$190/Hour
Associate III	$175/Hour
Associate II	$165/Hour
Associate I	$150/Hour
Research Associate II	$140/Hour
Research Associate I	$125/Hour

Out-of-pocket and administrative expenses shall be equal to 3% of DTA's billings for labor, plus travel costs and any outside vendor payments, not to exceed a total of $1,000. All hourly rates for services apply through June 30, 2026, and are subject to a cost-of-living increase at that time. On or about the first two weeks of each month during which consulting services are rendered hereunder, Consultant shall present to Client an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by Client within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

Consultant:	Client:
DTA Public Finance, Inc.	**Town of Mammoth Lakes**
_____	_____
Kelly Wright, Chief Executive Officer	Authorized Signature

Brief Description of Scope of Services:	DTA shall perform the services described under Tasks 1-5 in the Scope of Work attached below.

AFFORDABLE HOUSING FEE JUSTIFICATION STUDY REVISIONS

Task 1 Consultant shall update calculations in 2024 Study to reflect 2025 County median income, and current rent levels, construction costs and land costs. Construction costs shall be updated using Engineering News Record Construction Cost Index. City staff shall assist Consultant in determining appropriate land costs.

Task 2 Consultant shall revise 2024 Study fee levels to focus on housing affordable to households earning less than 80% of the 2025 County median income, deleting previous calculations also reliant on housing affordable to households earning less than 120% of the County median income.

Task 3 Consultant shall rewrite narrative text of 2024 Study to reflect changes resulting from Tasks 2 and 3.

Task 4 Consultant shall attend virtual meetings with staff, stakeholders and Town Council to present results of its updated analysis and the methodology utilized in the analysis.

Task 5 Consultant shall provide consulting services to City until labor costs equal $25,000. If necessary, additional hourly fees may be required one such limit is reached, subject to prior approval by Client.

TOWN OF MAMMOTH LAKES

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of September, 2021, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite R, Mammoth Lakes, California, 93546 ("Town") and DTA, a California Corporation, with its principal place of business at 5000 Birch Street, Suite 3000, Newport Beach, CA 92660 ("Consultant"). Town and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional public finance consulting services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional public finance consulting services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

2.2 Project.

Town desires to engage Consultant to render such professional public finance consulting services for the Town of Mammoth Lakes Development Impact Fee and Affordable Housing Fee Nexus Study project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional public finance consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 15, 2021 to August 31, 2022, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Nathan Perez, Esq., Managing Director.

3.2.5 Town's Representative. The Town hereby designates Sandra Moberly, Community and Economic Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the

provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Nathan Perez, Esq., Managing Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than $1,000,000 combined limit for each occurrence. **If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy, including an endorsement or designation covering business use, for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000 per claim and in the aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this

Agreement.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability, shall be endorsed to provide the following:

(1) Additional Insured: Consultant agrees to endorse the third-party general liability coverage required herein to include as additional insureds Town, its officials, employees, agents, and volunteers, using standard ISO endorsement No. CG 2010 with an edition date of 2010 or similar form. This provision shall also apply to any excess/umbrella liability policies. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

(B) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage

is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension. Contractor shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to the Town for review.

3.2.10.11 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

3.2.10.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Town and approved of in writing.

3.2.10.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately

to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.2.10.14 Timely Notice of Claims. Consultant shall give the Town prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred and seventy thousand dollars ($170,000) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit monthly invoices. Town shall pay all undisputed amounts within 30 days of the receipt of each invoice.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: DTA, Inc.
5000 Birch Street, Suite 3000
Newport Beach, CA 92660
ATTN: Nathan Perez, Esq., Managing Director

Town: Town of Mammoth Lakes
PO Box 1609
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
ATTN: Sandra Moberly, Community and Economic Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.5.3.3 Confidential Information. The Town shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Town's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give Town written notice of Consultant's objection to the Town's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Town, and its officers, directors, employees, agents, and volunteers, from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Town shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with Town's choice of legal counsel), and hold Town harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Town release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reason-

able attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.6.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Town's Right to Employ Other Consultants. Town reserves the right to

employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, directors, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or

anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Town. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

TOWN OF MAMMOTH LAKES

By: _____
Bill Sauser
Mayor

Attest:

By: _____
Jamie Gray
Town Clerk

DTA

By: _____
David Taussig
President

By: _____
Cecily Burke
Secretary

Approved as to Form:

By: _____
Andrew Morris
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICE

SCOPE OF WORK

DTA is pleased to submit this proposal to the Town of Mammoth Lakes (the "Town"), Mammoth Lakes Fire Protection District (the "Fire District"), and Mono County Office of Education ("MCOE"). It is our understanding that the Town, the Fire District, and MCOE are seeking a qualified consultant to conduct a consolidated Assembly Bill ("AB") 1600 Development Impact Fee ("DIF") Nexus Study ("Fee Study") that would recommend the appropriate fee justification methodology and fee levels to support specific types of capital facilities needed to serve new growth for each entity. The DIFs of interest are the Town's General Facilities and Equipment Fees, Police Fees, Storm Drainage Fees, Parkland and Recreation Fees, Vehicle Circulation Fees, Multi-Model Circulation Fees, and Administration Overhead Fees; MCOE's Library and Childcare Services Fees; and the Fire District's Fire Suppression Facilities, Vehicles, and Equipment Fees.

A. DIF Study

Work products stemming from the work plan described in this section will include:

- A memorandum ("memo") summarizing the fee methodology options; and
- The Draft and Final Administrative Reports.

DTA has an enviable reputation for producing high-quality work in a quick and efficient manner to correspond with even the most aggressive project schedule. DTA's clients also receive high levels of personal attention from senior staff, with a Principal, Senior Vice President, or Vice President always available to meet with public agency staff and other groups.

Task 1 – Development of Project Strategy and Kickoff Meeting

DTA staff will meet with Town, Fire District, and MCOE staff in a project kickoff meeting to finalize the details of the project, deliverables, timetables, and tasks, discuss the fee methodologies and best practices, identify needed information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare the final schedule, discuss the public process, and resolve other concerns, as appropriate.

Task 2 – Develop Population and Dwelling Unit Projections

DTA will compile and document existing and future population and development estimates that will be applicable for the Town, the Fire District, and MCOE fee calculations. At this stage, DTA will evaluate resources and influences, all factors affecting the existing Fee Studies, and pertinent impact fees as outlined by the Town, the Fire District, and MCOE (including General Facilities and Equipment Fees, Police Fees, Storm Drainage Fees, Parkland and Recreation Fees, Vehicle Circulation Fees, Multi-Model Circulation Fees, Administration Overhead Fees, MCOE Fees, and Fire District Fees).

This task comprises four subtasks.

Subtask 2A – Population Projections

DTA will gather existing information on present and future population projections for the Town from various sources, including Town staff, the General Plan, existing Master Plans, the U.S.

Census, the local Transportation Agency, the State Department of Finance, and from other data sources, including the Town's Capital Improvement Program ("CIP"), the Fire District's CIP, and MCOE's CIP.

Subtask 2B – Conduct Entitlement Research and Projections

DTA will coordinate with the Town to determine existing and future residential and non-residential development within the Town over the planning horizon (5 years, or otherwise). To complete this subtask, DTA will review the General Plan/CIP and related plans to determine expected development land use patterns in the Town, assess Town records to identify existing entitlements for dwelling units and commercial/industrial development, and project the number of new dwelling units and commercial/industrial development based on existing entitlements and population projections through 2041, or such other target year as selected by Town staff.

Subtask 2C – Review the Current Fee Structures

DTA shall review and summarize the current development fee structures, policies and procedures, and other regulatory requirements affecting potential fee structures and revenue program requirements of the Town, the Fire District, and MCOE.

Subtask 2D – Review Prior Fee Justification Studies

DTA shall review the approach and methodology utilized in prior Town, Fire District, and MCOE fee justification studies so they can be evaluated in light of current needs.

Task 3 – Review Facility/Capital Needs and Levels of Service

This task entails the review of the facilities and capital needs required to serve new development in the study area projected in Task 2. DTA will use existing Town materials (and any relevant Developer Facilities Reports) as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities that will be impacted by additional growth, including those already discussed in the General Plans or CIPs. This task will require close coordination with all appropriate Town departments.

Subtask 3A – Survey/Interview Staff

DTA shall survey/interview Town, Fire District, and MCOE staff to review projected facilities in the study area, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask 3C. Based upon the results of the surveys and interviews, DTA will verify and, if appropriate, expand the list of new facilities found in the General Plans/CIPs to be included within the fee program for the Town, the Fire District, and MCOE.

Subtask 3B – Facilities List

Based on the information collected in Subtask 3A, DTA shall prepare a facilities needs list that details the new facilities and equipment to serve new development in the jurisdiction of the Town, the Fire District, and MCOE.

Subtask 3C – Review Cost Estimates

DTA's engineering and technical staff will, as necessary, consult with department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment, apply inflation and cost of- living escalators to the list of projected public facilities to determine future costs, review and/or refine existing cost data, examine major sources of revenue to fund the construction of new public facilities, and provide a proportional estimate between projected costs

Task 4 – Develop Methodology for Calculating New Fee Amounts

This task entails developing the methodology used to establish the fee amount for each fee component to the extent appropriate. There are two critical issues that must be considered in developing a fee program. The fee program must generate revenues in a timely manner and the methodology must meet the nexus or benefit requirements of AB 1600. Since fees of any sort are controversial, it is critical that any fee established be legally defensible.

DTA's Fee Study methodology must meet the nexus or benefit requirements of AB 1600, which requires that there be a nexus between the fees imposed, use of the fees, and development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and cost of the improvements. In order to impose a fee as a condition for a development project, the methodology must accomplish the following:

- Identify the purpose of the fee;
- Ascertain the use to which the fee is to be put; if the use is financing public facilities, the facilities must be identified;
- Determine how there is a reasonable relationship between the fee's use and type of development project on which the fee is imposed; and
- Identify how there is a reasonable relationship between the need for the public facility and type of development project on which the fee is being imposed.

Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this task will be documented in the Final Report.

DTA shall prepare a memo to be submitted to Town, Fire District, and MCOE staff summarizing available methodologies and their respective pros and cons and providing detailed examples of other counties' or agencies' impact fee programs. Methodologies to review will include programs based on auto vehicle trips, all mode trips (e.g., auto, transit, bike, and walk), square footages, or household units, etc. The memo will also discuss, as applicable, context-sensitive and transportation demand management adjustments and "credits" for capital improvements required as part of a project application. DTA will recommend a Fee Expenditure Plan to ensure that projects can be fully funded and implemented within any required time limits for expenditures of such funds and possible flexibility to allow collected fees to be used to provide the Town with a match for grant applications. Finally, the memo will include recommendations for methodology and next steps. Upon review and discussion by Town, Fire District, and MCOE staff, a methodology will be selected.

Deliverable: Memo Summarizing the Fee Methodology Options

Task 5 – Determine Fee Levels

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task 2, facilities needs and costs determined in Task 3, and methodology selected in Task 4.

Subtask 5A – Calculate Recommended Fee Amounts

DTA shall calculate fees by inputting the data compiled under the preceding tasks and computing each fee to be levied. This work will be done in a spreadsheet format that can be updated annually. DTA will also evaluate this data in comparison to surrounding jurisdictions in the region, as selected by Town staff, in order to arrive at comparable and palatable fee levels.

Subtask 5B – Document Fee Derivation

DTA shall document the methodology utilized for the fee calculation model in such a way that can be understood by the Town, the Fire District, MCOE, and the public. DTA shall prepare written statements documenting the validity of the methodology for deriving each of the fees for the Town. These statements will be made to meet the requirements of AB 1600 and documented in the Final Report discussed below.

Task 6 – Prepare Draft and Final Reports

This task entails the preparation of the Draft and Final Reports for consideration by the Town Council, Fire District Board of Commissioners, and MCOE Board of Education.

Subtask 6A – Prepare Draft Report for Comments

Based on the work completed in Tasks 1-5, DTA will prepare the Draft Report for review and consideration by Town, Fire District, and MCOE staff. The Draft Report will be prepared under the standards of AB 1600 and is expected to include an executive summary, population projections, the facilities and improvements list, areas of benefit (if applicable), fee calculations, recommended fee levels, and the suggested process for keeping fees current.

Subtask 6B – Prepare Final Report

Based on the incorporation of Town, Fire District, and MCOE staff comments and concerns on the Draft Report, DTA will prepare the Final Report for presentation to the Town Council and Town staff, Fire District Board of Commissioners and Fire District staff, and the MCOE Board of Education and MCOE staff.

Deliverables : Draft and Final Reports

Task 7 – Attend Meetings and Public Outreach

This task entails in-person attendance at up to four (4) in-person meetings with the Town's Administrator (or similar), the Fire District's Administrator (or similar), the MCOE Administrator (or similar), other Town staff, focus groups, stakeholders, the Town Council, the Fire District Board of Commissioners, and the MCOE Board of Education to present information regarding the status of the impact fee program update, draft study, and Final Report to obtain input, including a kickoff meeting

with Town, Fire District, and MCOE staff and three (3) public hearings. The final studies shall be presented to three separate governing entities (Town, Fire District, and MCOE). DTA staff shall also be available for standing conference calls (i.e., weekly, bi-weekly) and/or virtual meetings, via an online meeting software, with Town, Fire District, and MCOE staff to discuss progress and any issues and receive guidance.

During these meetings, DTA will take into account community and stakeholder input. For this purpose, DTA will develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft.

DTA will also prepare and distribute updated information, as necessary, to facilitate discussion in Focus Group Meetings in which DTA is unable to attend.

Task 8 – Conduct Focus Group Meetings (Optional)

DTA will be prepared to lead meetings and workshops with selected groups to gain better project understanding, gauge community sentiment, and determine the key objectives.

B. Affordable Housing Fee and/or Commercial Linkage Fee Nexus Study

Task 9 – Project Initiation

DTA will meet initially with Town staff to reaffirm the objectives of the project, review the scope, and collect relevant documents. The discussion of the Affordable Housing Fee Nexus Study shall be included in the kickoff meeting conducted under Task 1. At the kickoff meeting, it will also be determined if the Town would like to pursue an Affordable Housing Fee that can be applicable for both residential and non-residential development and/or a Commercial Linkage Fee that is applicable only for non-residential development and reflects the relationship between new commercial development, such as hotels, and demand for affordable housing by the future employees that will result from the commercial development.

Task 10 – Residential Housing Characteristics

DTA will work with the Town to identify residential housing characteristics within the Town. Based on these characteristics, different prototypes will be selected for the fee calculations. The prototypes should be representative of the different residential developments anticipated in the Town. Development cost assumptions will be developed for each of the prototypes.

Task 11 – Affordability Gap Analysis

The affordability gap refers to the difference between what a household can afford to pay for a housing unit and cost to develop the housing unit. The affordability gap will be calculated two ways. The first is based on actual costs and incomes of residents in Town-completed affordable housing projects. The second is based on the maximum affordable home prices and rental rates for employees compared with prototype housing development costs. The latter is developed in Task 10. The former is calculated using relevant data from the U.S. Census, California Department of Housing and Community Development, and others. DTA will work with the Town to ensure that the affordability gap analysis reflects Town housing goals. Our firm will determine the affordability gap with rental and for-sale units.

Task 12 – In-Lieu Fee Structure and Calculations

Under Task 12, DTA will calculate the maximum justifiable fee per for-sale and rental residential unit. The fee will be on a per unit basis or per square foot of livable space basis. The fee structure will be determined in consultation with the Town. Please note that the calculated fee will be the maximum justifiable fee and not a recommended fee.

Integral to the fee calculation is an estimate of jobs created by the market-rate households' demand for goods and services. DTA will estimate job creation and the types of jobs resulting in the projected number of units by household income level to conduct the in-lieu fee calculation. The affordability gap is multiplied by the number of units necessary to house the estimated number of employees generated at each income level to calculate the fee. Income level refers to established income levels in the Town for extremely low, very low, low, and moderate household income brackets.

Task 13 – Prepare Working Draft

An outline of the methodology used and findings of the analysis will be prepared in either a memo or report format. The Working Draft will be for Town staff internal review only. The Working Draft will be complete by end of fiscal year 2020-21.

Task 14 – Regional Fee Comparison

Affordable housing fees of other jurisdictions in the region will be researched for comparison purposes.

Task 15 – Preliminary Feasibility Analysis

Payment of an in-lieu fee adds to the total development costs of a project, potentially making the project financially infeasible for the developer. DTA will perform preliminary financial feasibility tests to determine the general feasibility of market-rate units paying an affordable housing in-lieu fee. The tests will be performed for the different residential prototypes.

Task 16 – Prepare Administrative Draft

DTA will reformat the Working Draft (if in memo format) to a report format and incorporate the findings of Tasks 14 and 15. The study will demonstrate that the maximum justifiable fee satisfies all relevant law. DTA will submit the Administrative Draft for staff review and meet with staff to review staff comments.

Task 17 – Prepare Public Review Draft

Based on staff comments, DTA will prepare a Public Review Draft of the Affordable Housing Fee Nexus Study and submit it to the Town.

EXHIBIT "B"
SCHEDULE OF SERVICES

PROPOSED PROJECT SCHEDULE

DTA's typical schedule of tasks for a DIF program/AB 1600 Nexus Study is outlined below. Given the Town's desired project timeline, this timeline of events can and will be completed within the proposed time frame according to the Town's specifications.

Table 1: Proposed Schedule

Task	Description	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May
1	Development of Project Strategy and Kickoff Meeting								
2	Develop Population and Demographic Projections								
3	Review Facility/Capital Needs and Levels of Service								
4	Develop Methodology for Calculating New Fee Amounts								
5	Determine Fee Levels								
6	Prepare Draft and Final Reports								
7	Attend Three (3) Additional Meetings and Public Outreach								
9-17	Affordable Housing Nexus Study								
Ongoing	Communication, Education, and Outreach of Project								

EXHIBIT "C"
COMPENSATION

II FEE SCHEDULE

Fees for services shall be charged on an hourly basis according to the rates set forth in the fee schedule below, with consolidated invoices (including Town, Fire District, and MCOE work) being submitted to the Town monthly for coordination of payment by all entities. The estimated fee for services is not to exceed $90,000 for an AB 1600 Nexus Study and $80,000 for an Affordable Housing Fee Nexus Study. Further work at that point would require additional fees.

Proposed Budget

AB 1600 Nexus Study

Task Description	**Charge**
Town of Mammoth Lakes	$60,000.00
Mono County Office of Education ("MCOE")	$15,000.00
Mammoth Lakes Fire Protection District	$15,000.00
	Subtotal $90,000.00
Affordable Housing Fee Nexus Study	$80,000.00
	Total $170,000.00

DTA's Fee Schedule

President/Managing Director	$290/Hour
Senior Vice President	$260/Hour
Vice President	$240/Hour
Senior Manager	$205/Hour
Manager	$195/Hour
Senior Associate	$185/Hour
Associate III	$175/Hour
Associate II	$165/Hour
Associate I	$150/Hour
Research Associate II	$140/Hour
Research Associate I	$125/Hour

DTA shall attend up to four (4) in-person meetings, including a kickoff meeting with Town staff and three (3) public hearings. The final studies shall be presented to three separate governing entities (Town, Fire District, and MCOE). DTA staff shall also be available for standing conference calls (i.e., weekly, bi-weekly) and/or virtual meetings, via an online meeting software, with Town staff to discuss progress and any issues and receive guidance. Additional meetings shall be charged on a time and materials basis, not to exceed a rate of $2,500 per in-person meeting.

Out-of-pocket and administrative expenses shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed $4,000. All hourly rates for services apply through December 31, 2021, and are subject to a cost-of-living increase.

A. Limitations

The labor costs in the table above include in-person attendance at a total of four (4) formal meetings, including a kickoff meeting with Town staff and three (3) public hearings. In-person attendance at more than four (4) meetings, detailed written responses to resolve disputes, or the preparation of more than

one set of major revisions to the Draft Report will be classified as additional work and may require further billing at the hourly rates identified in Table 2 if the maximum fee levels have been exceeded.

Other examples of additional work shall include:

- Additional analyses based on revised assumptions requested by the Town, including possible changes in the facilities needs list, infrastructure costs, population projections, and related data once the preparation of the Draft Report has been initiated and/or adjustments to assumptions once the Draft Report has been approved;
- Negotiations with stakeholders once the Final Report has been prepared;
- Time expended related to obtaining data assigned to the Town under "Information to be Provided by the Town";
- DTA expects the MCOE Childcare and Library Fees to be calculated using a Plan-Based Approach, wherein MCOE outlines the proposed improvements and facilities;
- Assistance with the Annual and Five-Year Reports is out of scope, but DTA is more than happy to provide a scope of work for continuing services, if requested;
- Actual implementation of the fee program; and
- Reproduction of more than five bound copies of the Final Report and Public Review Draft.

The maximum fees listed above assume the review and implementation of the fee program with a schedule between the initiation of services and public outreach that is within the proposed time frame according to the Town's specifications.

TOWN COUNCIL STAFF REPORT

Title: Ordinance to Renew the Town's Military Equipment Use Policy.

Meeting Date: August 20, 2025

Prepared by: Daniel Casabian, Chief of Police

RECOMMENDATION:

Waive the reading and introduce by title only the ordinance renewing the Town's Military Equipment Use Policy pursuant to Government Code Section 7071 (AB 481).

BACKGROUND:

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 requiring law enforcement agencies to obtain approval from the applicable governing body (Town Council) to use any equipment defined as military equipment by AB 481 by adopting a military equipment use policy. AB 481 declares the public has a right to know about any funding, acquisition, or use of military equipment as well as a right to participate in the decision to fund, acquire, or use such equipment. The Mammoth Lakes Police Department is committed to adopting internal processes related to the funding, acquisition, and use of defined military equipment as codified by Government Code sections § 7070, § 7071, and § 7072, which can be found here:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=7.&title=1.&part=&chapter=12.8.&article=

AB 481 outlines fifteen categories of equipment that is defined as "military equipment," ranging from remote piloted drone or robotic equipment to simunition firearms used only for training purposes. Of these fifteen categories of equipment, the Mammoth Lakes Police Department acquires and has available for use three of the fifteen categories of equipment – two of the three categories of equipment are primarily or solely used for wildlife diversion (Pepperball Launcher and Munitions, Bean-Bag Shotguns and Rounds, Rubber Slugs). The third category of equipment the Mammoth Lakes Police Department has is an unarmed drone. The MLPD would like to add equipment to the category of projectile launch platforms and their associated munitions by purchasing eight (8) Defense Technology 40mm less lethal launchers, and associated impact sponge munitions plus training munitions, for the purpose of replacing existing less lethal shotguns.

ATTACHMENTS:

Military Equipment Ordinance 2025
Annual Report of Military Equipment Use and Inventory 2025
MLPD Military Equipment Policy 706

ORDINANCE 2025-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, RENEWING THE TOWN'S MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTION 7071 (AB 481)

WHEREAS, Assembly Bill 481 enacted Government Code Sections 7070-7073, establishing certain requirements pertaining to the acquisition and use of "military equipment" by California law enforcement agencies; and

WHEREAS, Government Code Section 7070 defines "military equipment" as consisting of 15 categories of items, most of which the Mammoth Lakes Police Department does not have, has never had, and is not likely to have in the foreseeable future (such as tracked armored vehicles or armed aircraft); and

WHEREAS, the Mammoth Lakes Police Department does have an unarmed drone with camera, pepperball launcher and munitions, beanbag shotguns and rounds and rubber slugs used for non-lethal wildlife diversion, which are defined as "military equipment" under Government Code Section 7070; and

WHEREAS, the Mammoth Lakes Police Department seeks to purchase eight (8) 40mm less lethal launchers and munitions, which are defined as "military equipment" under Government Code Section 7070; and

WHEREAS, Government Code Section 7071 requires the Town Council to adopt by ordinance a "military equipment use policy" in order for the Mammoth Lakes Police Department to, among other things, use its existing "military equipment", acquire new "military equipment" (including replacements for expired or worn out existing equipment), or collaborating with any other law enforcement agency (such as an agency with a mutual aid agreement with the Mammoth Lakes Police Department) that might use "military equipment" in Mammoth Lakes; and

WHEREAS, a military equipment use policy has been available on the Mammoth Lakes Police Department's website prior to the reading of this ordinance, pursuant to Government Code Section 7071(b); and

WHEREAS, the Town Council held a public hearing in connection with the adoption of this ordinance and has considered this ordinance at an open session at a regular Town Council meeting and provided for public comment in accordance with Government Code Section 54950 et seq, pursuant to Government Code Section 7071(c).

The Town Council of the Town of Mammoth Lakes Does Ordain as Follows:

Section 1. The recitals above are incorporated herein.

Section 2. Pursuant to California Government Code Section 7071(d), the Town Council finds and determines as follows, with respect to Policy 706 – Military Equipment Funding, Acquisition, and Use Policy attached hereto as Exhibit "A" and incorporated herein by reference ("the Policy"):

(A) The military equipment listed in the table in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) When and if replacement items are purchased for the items of military equipment listed in the table in the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior use by the Mammoth Lakes Police Department of items now classified as "military equipment" by Government Code Section 7070 complied with the military equipment use policy that was in effect at the time.

Section 3. The Town Council's previous adoption of the Policy, including the table attached thereto, is hereby renewed. The Policy, as it may be amended from time to time, shall be made available on the Mammoth Lakes Police Department's website for as long as the Mammoth Lakes Police Department has any military equipment available for use.

Section 4. The Town Council's previous ordinance authorizing the use of "military equipment" is hereby renewed. Pursuant to Government Code Section 7071(e), Town staff are directed to bring this ordinance to the Town Council for review "at least annually" so that the Town Council may vote on whether to renew the ordinance and determine whether each type of military equipment has complied with the standards of approval set forth herein and in Government Code Section 7071(d).

Section 5. Mammoth Lakes Police Department staff are directed to submit to the Town Council an annual military equipment report for each type of military equipment approved by the Town Council, and to make each such report available on the Mammoth Lakes Police Department website for as long as military equipment is available for use. Each report shall contain the information required by Government Code Section 7072(a). Mammoth Lakes Police Department staff are further directed to hold an annual community engagement meeting pursuant to Government Code Section 7072(b), within 30 days of submitting and releasing the annual military equipment report.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this ordinance are declared to be severable.

Section 7. The Town Clerk is hereby directed to publish this ordinance or a summary thereof in accordance with the law.

The foregoing ordinance was introduced at a regular meeting of the Mammoth Lakes Town Council held on the 20th day of August 2025 and adopted at a regular meeting of the Mammoth Lakes Town Council, on the 3rd day of September 2025.

_____
CHRIS BUBSER, Mayor

ATTEST:

_____

JAMIE GRAY, Town Clerk

MLPD Military Equipment Use
Annual Update 2025

Assembly Bill 481 enacted Government Code Sections 7070-7073, establishing certain requirements pertaining to the acquisition and use of “military equipment” by California law enforcement agencies. This code defines “military equipment” as consisting of 15 categories of items, most of which the Mammoth Lakes Police Department (MLPD) does not have, has never had, and is not likely to have in the foreseeable future (such as tracked armored vehicles or armed aircraft).

The Mammoth Lakes Police Department owns pepperball launchers and munitions, beanbag shotguns and rounds, and rubber slugs which are defined as “military equipment” under Code Section 7070. All these items were used for non-lethal wildlife diversion. The department responded to 90 bear-related calls for service from July 1, 2024, to June 30, 2025. Wildlife diversion tactics are used on these calls to condition bears away from problem areas such as campgrounds and residences where they have become accustomed to gaining an easy meal. The department is now looking to acquire (8) Defense Technology 40mm less lethal projectile launchers, also known as kinetic energy weapons, including accessories and munitions. 40mm launchers are utilized by department personnel as a tool to deploy less lethal, impact sponge munitions. Kinetic energy weapons and munitions may be used as an option to de-escalate potentially dangerous or deadly situations. The 40mm launchers will also replace the department’s existing less lethal shotguns.

MLPD also owns one unarmed drone with a camera known as an Unmanned Aircraft System (UAS). The UAS was not deployed from July 1, 2024, to June 30, 2025, due to staffing shortages. However, the UAS will be utilized in 2025 to survey for illegal campfires using new infrared software.

As of June 30, 2025, MLPD has received no complaints or concerns regarding our use of military equipment. Additionally, the department has had no internal audits or violations of the military equipment use policy.

The total annual cost for each type of military equipment is detailed on the graph below. Funds to purchase pepperball munitions, shotgun bean-bag rounds, rubber slug rounds, and the 40mm launcher with munitions are allocated from the Town of Mammoth Lakes Annual Budget under the Mammoth Lakes Police Department’s Firearms account. Annual maintenance on pepperball launchers, bean-bag shotguns, 40mm launchers, and the UAS are covered by the Contractual Services account. The quantity possessed and the quantity sought for each type of military equipment in the next year is also detailed on the graph below.

AB481 Military Equipment Inventory 2025

DESCRIPTION (Military Item Per AB 481)	QUANTITY (Sought or Possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL & YEARLY)	LEGALRULES	TRAINING (REQUIREMENTS)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
Pepperball Launcher	Existing: 3	Less Lethal Force Option	5-8 Years	Pepperball Inc.	Less Lethal Force Compliance Wildlife Diversion	Initial: N/A Yearly: $200 (Maintenance)	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Pepperball Munitions	Existing: 25 Sought: 1500	Less Lethal Force Option	3 Years	Pepperball Inc.	Less Lethal Force Compliance Wildlife Diversion	Initial: $1290 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Bean-Bag Shotguns	Existing: 4	Less Lethal Force Option	30,000 Rounds	Remington	Less Lethal force Compliance Wildlife Diversion	Initial: N/A Yearly: $250 Maintenance	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Shotgun Bean-Bag Round	Existing: 59 Sought: 100	Less Lethal Force Option	5 Years	Defense Technology Corporation	Less Lethal Force Compliance Wildlife Diversion	Initial: $500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Rubber Slugs Round	Existing: 67 Sought: 100	Less Lethal Force Option	5 Years	Lightfield	Less Lethal Force Compliance Wildlife Diversion	Initial: $2500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
DJI Matrice 30T (Drone)	Existing: 1	Drone – Remote Piloted	2-5 Years	DJI Technologies	Enhance MLPD's Mission of Protection of Lives and Property	Initial: $N/A Yearly: $2,780	Federal Aviation Administration Regulations	Initial Pilot Training and Routine In-House Training	Team Supervisor Oversight / Monthly Reporting to Federal Aviation Administration	MLPD Policy 1010
40mm Less Lethal Launcher w/Folding Stock Conversion Kit & Rogers Super-Stock Caddy	Existing: 0 Sought: 8	Less Lethal Force Option	10 Years	Defense Technology	Less Lethal Force Compliance Wildlife Diversion	Initial: $12,640 Yearly: $400	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010

DESCRIPTION (Military Item Per AB 481)	QUANTITY (Sought or Possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL & YEARLY)	LEGAL RULES	TRAINING (REQUIREMENTS)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
40mm Smokeless Powder Exact Impact Sponge Round #6325	Existing: 0 Sought: 50	Less Lethal Force Option	5 Years	Defense Technology	Less Lethal Force Compliance Wildlife Diversion	Initial: $1329.50 Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
40mm Extended Range Sponge Round #6325LE	Existing: 0 Sought: 10	Less Lethal Force Option	5 Years	Defense Technology	Less Lethal Force Compliance Wildlife Diversion	Initial: $290.00 Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Exact Impact 40mm Reloadable 24-shot Training Kit	Existing: 0 Sought: 3	Training for Less Lethal Force Option	5 Years	Defense Technology	Training for Less Lethal Force Compliance Wildlife Diversion	Initial: $1179.72 Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Direct Impact LE Extended Range 40mm Reloadable 50shot Training Kit	Existing: 0 Sought: 1	Training for Less Lethal Force Option	5 Years	Defense Technology	Training for Less Lethal Force Compliance Wildlife Diversion	Initial: $302.47 Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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706.2 POLICY

It is the policy of the Mammoth Lakes Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police shall designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mammoth Lakes Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: MLPD AB 481 equipment list.pdf

The Department shall not obtain any military equipment other than direct replacements for items in the attached list without obtaining specific authorization from the Town Council for the acquisition of such items

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706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which

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the Department shall discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Attachments

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MLPD AB 481 equipment list.pdf

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DESCRIPTION (Military Item Per AB 481)	QUANTITY (Sought or Possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL & YEARLY)	LEGALRULES	TRAINING (REQUIREMENTS)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
Pepperball Launcher	Existing: 3	Less Lethal Force Option	5-8 Years	Pepperball Inc.	Less Lethal force Compliance Wildlife Diversion	Initial: N/A Yearly: $200 (Maintenance)	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
PepperballMunitions	Existing: 130 Sought: 750	Less Lethal Force Option	3 Years	Pepperball Inc.	Less Lethal force Compliance Wildlife Diversion	Initial: $1290 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Bean-Bag Shotguns	Existing: 4	Less Lethal Force Option	30,000 Rounds	Remington	Less Lethal force Compliance Wildlife Diversion	Initial: N/A Yearly: $250 Maintenance	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Shotgun Bean-Bag Round	Existing: 94 Sought: 100	Less Lethal Force Option	5 Years	Defense Technology Corporation	Less Lethal Force Compliance Wildlife Diversion	Initial: $500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Rubber Slugs Round	Existing: 95 Sought: 500	Less Lethal Force Option	5 Years	Lightfield	Less Lethal Force Compliance Wildlife Diversion	Initial: $2500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
DJI Matrice 30T (Drone)	Existing: 1	Drone – Remote Piloted	2-5 Years	DJI Technologies	Enhance MLPD's Mission of Protecting of Lives and Property	Initial: $15,000 Yearly: $4,000	Federal Aviation Administration Regulations	Initial Pilot Training and Routine In-House Training	Team Supervisor Oversight / Monthly Reporting to Federal Aviation Administration	MLPD Policy 1010

TOWN COUNCIL STAFF REPORT

Title: Rescission of the approval of UPA 23-002 for the construction of an 80-foot tall "stealth monopine" cell tower located at 1574 Old Mammoth Road

Meeting Date: August 20, 2025

Prepared by: Nolan Bobroff, Community & Economic Development Director

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RECOMMENDATION:

Adopt a resolution rescinding the approval of Use Permit (UPA) 23-002 and vacating the CEQA Notice of Exemption for the construction of an 80-foot tall "stealth monopine" cell tower located at 1574 Old Mammoth Road.

BACKGROUND:

In July 2023, an application for a use permit (UPA 23-002) was submitted to the Town by Eukon Group on behalf of AT&T for the construction of an 80-foot tall "stealth monopine" cell tower located at 1574 Old Mammoth Road on a 0.91-acre parcel in the Resort (R) zoning district that is also occupied by Mammoth Lakes Fire Protection District Station #2. The use permit application was approved by the Planning and Economic Development Commission (PEDC) at a public hearing on February 14, 2024 where the PEDC determined that the project was categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures (Class 3 Exemption), and that the required findings for a use permit could be made. Following the PEDC public hearing, a CEQA Notice of Exemption was filed on February 15, 2024.

During the 15-day appeal period following the PEDC approval of UPA 23-002, an appeal was filed on February 29, 2024 by members of the Snowcreek VII Condominium Owners Association (Snowcreek). The appeal was considered by the Town Council at a public hearing on April 3, 2024 where the Town Council found that substantial evidence existed to support the PEDC approval of UPA 23-003, affirmed the PEDC's approval of UPA 23-002, and denied the appeal. The Town Council also reaffirmed that the cell tower was categorically exempt from CEQA review under the Class 3 Exemption and filed another CEQA Notice of Exemption on April 5, 2024.

On May 10, 2024, Snowcreek and the Mammoth Lakes Coalition for Responsible Planning, LLC filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief against the Town of Mammoth Lakes, the Town of Mammoth Lakes Town Council, the Town of Mammoth Lakes Planning and Economic Development Commission, and the Mammoth Lakes Fire Protection District in the Superior Court of the State of California, County of Mono, Case No. 24UCM48, alleging that the Town's approval (1) violated CEQA; (2) failed to comply with the Town's Municipal Code; and (3) was inconsistent with the Town's General Plan. A hearing on the matter was held on March 14, 2025. Judgment was entered on May 8, 2025 (Attachment C) finding that the

Town's approval of the Use Permit was not supported by substantial evidence in the administrative record. The Court found that: (1) the cell tower did not qualify for the CEQA Class 3 Exemption because it is not small within its environment, which although zoned "resort", is primarily residential, and will create a visual impact substantially changing the nature and character of the neighborhood, forest and Town; and (2) that approval of the cell tower violated the Town's Municipal Code and General Plan because a portion of the faux branches of the cell tower appear to encroach into the 20-foot setback area and that the proposed cell tower will be the "dominant structure visible from Old Mammoth Road, a public road, and its adjacent bike/pedestrian path."

On May 22, 2025, the Court issued a Peremptory Writ of Mandamus (Attachment B) directing the Town to void the Town's actions and approvals for the construction of AT&T's stealth monopine cell tower, to refrain from further discretionary approval of the cell tower absent compliance with CEQA and the Town of Mammoth Lakes Code and General Plan, and to make and file a preliminary Peremptory Writ Return following the Town's actions to comply with the Peremptory Writ of Mandamus.

In response to the Court's Peremptory Writ of Mandamus, Staff are recommending rescission of UPA 23-002, vacation of the CEQA Notice of Exemption, and filing a preliminary Peremptory Writ Return.

It is important to point out that the Court's ruling does not in any way prevent a future applicant from submitting a use permit application for a cell tower in the Old Mammoth area or the Town from considering and/or approving a use permit application for a cell tower in the Old Mammoth area, provided that the application comply with CEQA and all relevant Town codes. (*McCann v. City of San Diego* (2023) 94 Cal.App.5th 284, 293-94 (providing that the court does not retain continuing jurisdiction over the same or similar projects in the future).)

LEGAL CONSIDERATIONS:

The Town is legally required pursuant to the Peremptory Writ of Mandamus to void the Town's actions and approvals for the construction of AT&T's stealth monopine cell tower, to refrain from further discretionary approval of the cell tower absent compliance with CEQA and the Town of Mammoth Lakes Code and General Plan, and to make and file a preliminary Peremptory Writ Return following the Town's actions to comply with the Peremptory Writ of Mandamus.

ATTACHMENTS

Attachment A: Resolution to rescind Use Permit 23-003 for the construction of an 80-foot tall "stealth monopine" cell tower located at 1574 Old Mammoth Road
Attachment B: Peremptory Writ of Mandamus
Attachment C: Notice of Entry of Judgment,

RESOLUTION NO. 25-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, RECINDING APPROVAL OF USE PERMIT 23-002, VACATING THE CEQA NOTICE OF EXEMPTION FOR THE CONSTRUCTION OF A NEW 80-FOOT TALL MONOPINE CELL TOWER LOCATED AT 1574 OLD MAMMOTH ROAD, AND AUTHORIZING STAFF TO MAKE AND FILE A PRELIMINARY PEREMPTORY WRIT RETURN

(APN: 040-040-021-000)

WHEREAS, in July 2023 a request for consideration of a Use Permit (UPA 23-002) was filed by the applicant, Eukon Group on behalf of AT&T, to allow an 80-foot tall "stealth monopine" cell tower in accordance with Chapter 17.32 (Special Purpose Zoning Districts), Chapter 17.68 (Use Permits), and Section 17.52.280 (Telecommunications Facilities) of the Town of Mammoth Lakes Municipal Code for property located within the Resort (R) zoning district at 1574 Old Mammoth Road; and

WHEREAS, the Planning and Economic Development Commission conducted a duly noticed public hearing for the application request on February 14, 2024, and approved Use Permit 23-002, finding that the cell tower was categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303, New Construction of Conversion of Small Structures (Class 3 Exemption); and

WHEREAS, on February 15, 2024, the Town filed a Notice of Exemption; and

WHEREAS, during the 15-day appeal period following the Planning and Economic Development Commission Approval, the Town received an appeal of the Commission's decision on February 29, 2024; and

WHEREAS, the Town Council conducted a duly noticed public hearing on the appeal of the Commission's approval on April 3, 2024, and found that substantial evidence existed to support the Commission's approval of UPA 23-003, affirmed the Commission's approval, and denied the appeal; and

WHEREAS, on April 5, 2024, the Town filed a second Notice of Exemption; and

WHEREAS, on May 10, 2024, a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief against the Town of Mammoth Lakes, the Town of Mammoth Lakes Town Council, the Town of Mammoth Lakes Planning and Economic Development Commission, and the Mammoth Lakes Fire Protection District was filed in the Superior Court of California, County of Mono, Case No. 24UCM48 by the Petitioners, Snowcreek VII Condominium Owner's Association and the Mammoth Lakes Coalition for Responsible Planning, LLC alleging that the Town's approval of UPA 23-003 (1) violated CEQA; (2) failed to comply with the Town's Municipal Code; and (3) was inconsistent with the Town's General Plan; and

WHEREAS, a hearing on the matter was held on March 14, 2025 and the Mono County Superior Court entered a judgment on May 8, 2025 where it found in favor of the Petitioners; and

WHEREAS, on May 22, 2025, the Court issued a Peremptory Writ of Mandamus directing the Town to void the Town's actions and approvals for construction of AT&T's stealth monopine cell tower, refrain from further discretionary approval of the cell tower absent compliance with CEQA and the Town of Mammoth Lakes Code and General Plan, and to make and file a preliminary

Peremptory Writ Return following the Town's actions to comply with the Peremptory Writ of Mandamus.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES HEREBY TAKES THE FOLLOWING ACTIONS:

1. Rescinds approval of Resolution No. 24-12 affirming the Planning and Economic Development Commission's approval of Use Permit 23-002 for the construction of a new 80-foot tall monopine cell tower located at 1574 Old Mammoth Road;
2. Vacates the CEQA Notice of Exemption filed on April 5, 2024; and
3. Authorizes staff to make and file a preliminary Peremptory Writ Return in Mono County Superior Court, in compliance with the Court's Peremptory Writ of Mandamus.

PASSED AND ADOPTED this 20th day of August 2025.

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

SHARTSIS FRIESE LLP
IVO KELLER (Bar #245909)
425 Market Street, Eleventh Floor
San Francisco, CA 94105-2496
Telephone: (415) 421-6500
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jbeard@ssllawfirm.com

Attorneys for Petitioners/Plaintiffs SNOWCREEK VII CONDOMINIUM OWNER'S ASSOCIATION and MAMMOTH LAKES COALITION FOR RESPONSIBLE PLANNING, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONO

SNOWCREEK VII CONDOMINIUM OWNER'S ASSOCIATION, et al., Petitioners/Plaintiffs, v. TOWN OF MAMMOTH LAKES, et al., Respondents/Defendants,.	Case No. 24UCM48 **NOTICE OF ENTRY OF PREEMTORY WRIT OF MANDAMUS**
NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T MOBILITY; and SFC COMMUNICATIONS, INC. d/b/a EUKON GROUP, Real Parties in Interest.	Complaint Filed: May 10, 2024

SHARTSIS FRIESE LLP
425 MARKET STREET
ELEVENTH FLOOR
SAN FRANCISCO, CA 94105-2496

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 22, 2025, the Court in the above-captioned action issued a Preemptory Writ of Mandamus. A true and correct copy of that Preemptory Writ is attached hereto as Exhibit A.

Dated: May 30, 2025

SHARTSIS FRIESE LLP

By: IVO KELLER

Attorneys for Petitioners/Plaintiffs SNOWCREEK VII CONDOMINIUM OWNER'S ASSOCIATION and MAMMOTH LAKES COALITION OF RESPONSIBLE PLANNING, LLC

10656918

SHARTSIS FRIESE LLP
425 MARKET STREET
ELEVENTH FLOOR
SAN FRANCISCO, CA 94105-2496

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONO

SNOWCREEK VII CONDOMINIUM OWNER'S ASSOCIATION and MAMMOTH LAKES COALITION FOR RESPONSIBLE PLANNING, LLC, Petitioners/Plaintiffs, vs. TOWN OF MAMMOTH LAKES, MAMMOTH LAKES FIRE PROTECTION DISTRICT, TOWN OF MAMMOTH LAKES TOWN COUNCIL, TOWN OF MAMMOTH LAKES PLANNING AND ECONOMIC DEVELOPMENT COMMISSION and DOES 1 through 20, inclusive, Respondents/Defendants, NEW CINGULAR WIRELESS PCS, LLC d/b/a/ AT&T MOBILITY; and SFC COMMUNICATIONS, INC. d/b/a EUKON GROUP, Real Parties in Interest.	Case No.: 24UCM48 PEREMPTORY WRIT OF MANDAMUS

TO THE TOWN OF MAMMOTH LAKES, TOWN OF MAMMOTH LAKES TOWN COUNCIL, AND THE TOWN OF MAMMOTH LAKES PLANNING AND ECONOMIC DEVELOPMENT COMMISSION;

Judgment having been entered in this action ordering that a Peremptory Writ of Mandamus issue from this court:

1. You are hereby commanded for reasons stated in the Judgment Granting Petition for Writ of Mandamus to void your actions and approval for the construction of Real Parties' stealth monopine cell tower (cell tower) adjudged in violation of the California Environmental Quality Act (CEQA) and failure to comply with The Town of Mammoth Lakes Code and General Plan.
2. You are further commanded to refrain from further discretionary approval of the cell tower absent compliance with CEQA and the Town of Mammoth Lakes Code and General Plan.
3. You are further Commanded to make and file a preliminary Peremptory Writ Return following your actions to comply with the Order in Paragraph 1, and thereafter to file a file Peremptory Writ Return following your actions to comply with the Order in paragraph 2, setting forth what you have done to fully comply.

The Court will retain jurisdiction over the proceedings pending your compliance with CEQA and the Town of Mammoth Lakes Code and General Plan.

Nothing in this Writ shall limit the discretion legally vested in you.

Dated: 5/22/2025 _____, Clerk

By: _____, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF MONO

PROOF OF SERVICE

Case Number: 24UCM48

Case Name: Snowcreek VII Condominium Owner's Association et al vs. Town of Mammoth Lakes et al

☒I served the foregoing document(s) Peremptory Writ of Mandamus, on the date and at the place stated below, by depositing a copy thereof, enclosed in a sealed envelope(s), first class postage prepaid, in the United States mail, addressed to each party or to his attorney as follows:

Please see attached service record.

At the time of service, I was at least 18 years of age, a United States citizen employed in the county where the mailing occurred, and not a party to the action. My business address is:

P.O. Box 1037, Mammoth Lakes, CA 93546

☒I served the foregoing document on the date and at the place stated below, by electronic service addressed to each party or their attorney as follows:

Please see attached service record.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on May 27, 2025, at Mammoth Lakes, California.

Jessica Manning, Deputy Clerk

Service Record Recipients List (Attachment)-
Email Address – Electronic Service

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cdrivdahl@mlandlaw.com

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IKeller@sflaw.com

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1 Post St., STE 2100
San Francisco, CA 94104

Andrew Morris
Town Attorney of Mammoth Lakes
PO Box 1609
Mammoth Lakes, CA 93546

PROOF OF SERVICE

I, Wendy Cornell, declare:

I am a citizen of the United States and employed in the City and County of San Francisco, California by Shartsis Friese LLP at 425 Market Street, Eleventh Floor, San Francisco, California 94105. I am over the age of eighteen years and am not a party to the within-entitled action.

On May 30, 2025 at Shartsis Friese LLP located at the above-referenced address, and, pursuant to California Rules of Court, Federal Rules of Civil Procedure, Civil Code of Procedure, and local rules, I served on the interested parties in said cause a copy of the within document(s):

NOTICE OF ENTRY OF PREEMPTORY WRIT OF MANDAMUS

☑ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid in accordance with the firm's practice, of which I am familiar, of collection and processing correspondence for mailing on the same day to the person(s) at the address(es) set forth below:

☑ by electronically delivering the document(s) listed above on this date from electronic address sflaw.com, and after which transmission I did not receive within a reasonable time any electronic message or other indication that the transmission was unsuccessful, to electronic mail address(es) set forth below:

SERVICE LIST

Andrew Morris TOWN ATTORNEY OF MAMMOTH LAKES P.O. Box 1609 Mammoth Lakes, California 93546 Telephone: (760) 965-3600 Email: amorris@townofmammothlakes.ca.gov	*Attorneys for Respondents/Defendants Town of Mammoth Lakes, Town of Mammoth Lakes Town Council and Town of Mammoth Lakes Planning and Economic Development Commission*
Alisha M. Winterswyk Shana Inspektor BEST BEST & KRIEGER LLP 18101 Von Karman Avenue Suite 1000 Irvine, California 92612 Telephone: (949) 263-2600 Email: alisha.winterswyk@bbklaw.com shana.inspektor@bbklaw.com	*Attorneys for Respondents/Defendants Town of Mammoth Lakes, Town of Mammoth Lakes Town Council and Town of Mammoth Lakes Planning and Economic Development Commission*

SHARTSIS FRIESE LLP
425 MARKET STREET
ELEVENTH FLOOR
SAN FRANCISCO, CA 94105-2496

Kevin D. Siegel Leila J. Moshref-Danesh Connor T. Maclean BURKE, WILLIAMS & SORENSEN, LLP 1 California Street, Suite 3050 San Francisco, California 94111-5432 Email: ksiegel@bwslaw.com lmoshref@bwslaw.com cmaclean@bwslaw.com	*Attorneys for Attorneys for Respondent/Defendant Mammoth Lakes Fire Protection District*
Amanda Monchamp Carlyn Drivdahl MONCHAMP MELDRUM LLP 100 Pine Street, Suite 1250-11 San Francisco, CA 94111 Telephone: (415) 704-8815 Email: amonchamp@mlandlaw.com; cdrivdahl@mlandlaw.com	*Attorneys for Real Parties in Interest NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T MOBILITY; and SFC COMMUNICATIONS, INC. d/b/a EUKON GROUP*
Elizabeth L. Bridges John A. Beard SSL LAW FIRM LLP 1 Post Street. Suite 2100 San Francisco, CA 94104 Telephone: (415) 814-6400 Email: liz@ssllawfirm.com jbeard@ssllawfirm.com gvillaluna@ssllawfirm.com	*Attorneys for Petitioners/Plaintiffs, SNOWCREEK VII CONDOMINIUM OWNER'S ASSOCIATION et al.*
CEQA Coordinator Office of the Attorney General Environment Section 1300 "I" Street Sacramento, CA 95814-2919 Email: CEQA@doj.ca.gov	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 30, 2025, at Larkspur, California.

Wendy Cornell

Wendy Cornell

10656972

SHARTSIS FRIESE LLP
425 MARKET STREET
ELEVENTH FLOOR
SAN FRANCISCO, CA 94105-2496

ATTORNEY OR PARTY WITHOUT ATTORNEY
STATE BAR NUMBER 245909
NAME: Ivo Keller
FIRM NAME: Shartsis Friese LLP
STREET ADDRESS: 425 Market Street, 11th Floor
CITY: San Francisco
STATE: CA ZIP CODE: 94105
TELEPHONE NO.: 415-421-6500
FAX NO.: 415-421-2922
EMAIL ADDRESS: ikeller@sflaw.com
ATTORNEY FOR (name): Petitioners/Plaintiffs SNOWCREEK VII CONDOMINIUM OWNER'S ASSOCIATION and MAMMOTH LAKES COALITION FOR RESPONSIBLE PLANNING, LLC

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **MONO**
STREET ADDRESS: 100 Thompson Way
MAILING ADDRESS: P.O. Box 1037
CITY AND ZIP CODE: Mammoth Lakes, CA 93546
BRANCH NAME: Mammoth Lakes Branch

PLAINTIFF/PETITIONER: Snowcreek VII Condominium Owner's Ass'n, et al.

DEFENDANT/RESPONDENT: Town of Mammoth Lakes, et al.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 24UCM48

(Check one): ☒ **UNLIMITED CASE** (Amount demanded exceeded $35,000) ☐ **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES:

1. A judgment, decree, or order was entered in this action on *(date)*: May 8, 2025

2. A copy of the judgment, decree, or order is attached to this notice.
   As Exhibit A.

Date: May 9, 2025

Ivo Keller
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITH OUT ATTORNEY)

▶ 
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

PLAINTIFF/PETITIONER: Snowcreek VII Condominium Owner's Ass'n, et al. DEFENDANT/RESPONDENT: Town of Mammoth Lakes, et al.	CASE NUMBER: 24UCM48

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
   425 Market Street, 11th Flor
   San Francisco, CA 94105

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):* May 9, 2025
   b. from *(city and state):* San Francisco, CA

4. The envelope was addressed and mailed as follows: **Please see attached Proof of Service**
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached: 2

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 9, 2025

Wendy Cornell
(TYPE OR PRINT NAME OF DECLARANT)

▶ Wendy Cornell
(SIGNATURE OF DECLARANT)

FILED

MAY 08 2025

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONO
BY:

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONO

SNOWCREEK VII CONDOMINIUM OWNER'S ASSOCIATION and MAMMOTH LAKES COALITION FOR RESPONSIBLE PLANNING, LLC, Petitioners/Plaintiffs, vs. TOWN OF MAMMOTH LAKES, MAMMOTH LAKES FIRE PROTECTION DISTRICT, TOWN OF MAMMOTH LAKES TOWN COUNCIL, TOWN OF MAMMOTH LAKES PLANNING AND ECONOMIC DEVELOPMENT COMMISSION and DOES 1 through 20, inclusive, Respondents/Defendants, NEW CINGULAR WIRELESS PCS, LLC d/b/a/ AT&T MOBILITY; and SFC COMMUNICATIONS, INC. d/b/a EUKON GROOUP, Real Parties in Interest.	Case No.: 24UCM48 JUDGMENT

EXHIBIT A

This matter came on for hearing on March 14, 2025. Ivo Keller and Elizabeth Bridges appeared for Petitioners Snowcreek VII Condominium Owner's Association and Mammoth Lakes Coalition for Responsible Planning, LLC; Alisha Winterswyk and Bennet Givens appeared for Respondent Town of Mammoth Lakes, Town of Mammoth Lakes Town Council, and Town of Mammoth Lakes Planning and Economic Development Commission; Kevin Siegel appeared for Respondent Mammoth Lakes Fire Protection District; and Amanda Monchamp and Carlyn Drivdahl appeared for Real Parties in Interest New Cingular Wireless PCS, LLC d/b/a AT &T Mobility and SFC Communications, Inc. d/b/a/ Eukon Group. The court took the matter under submission upon the conclusion of the hearing.

Introduction

On May 10, 2024, Petitioners Snowcreek VII Condominium Owner's Association and Mammoth Lakes Coalition for Responsible Planning, LLC (hereinafter "Petitioners") filed their Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief. This case concerns the approval of a permit authorizing Real Parties New Cingular Wireless PCS, LLC d/b/a AT &T Mobility and SFC Communications, Inc. d/b/a/ Eukon Group (hereinafter "Real Parties") to construct an 80-foot tall "stealth monopine" cell phone tower on Mammoth Lakes Fire Protection District (hereinafter "MLFD") property in the Old Mammoth Neighborhood in the Town of Mammoth Lakes, California. The petition challenges Respondents Town of Mammoth Lakes, Town of Mammoth Lakes Town Council, and Town of Mammoth Lakes Planning and Economic Development Commission's (hereinafter "Town") finding that the project is categorically exempt from the California Environmental Quality Act ("CEQA") under the Public Resources code. Petitioners contend that the approval of the cell tower is not categorically exempt and violates the Town's Municipal Code and General Plan. Respondents and Real Parties contend that the decision must be upheld because substantial evidence supports the Town's approval of the Tower and its finding that the project is categorically exempt from CEQA and is compliant with the Town's Municipal Code and General Plan.

Request for Judicial Notice

Petitioners request Judicial Notice of the dimensions of the Washington Monument and the Golden Gate Bridge. That request is denied on the grounds that those dimensions are not relevant to the issues in this case.

Facts

In 2022 Real Parties contacted MLFD concerning building a monopine cell tower on MLFD property located at MLFD Station 2 at 1574 Old Mammoth Road in the Old Mammoth neighborhood in the Town of Mammoth Lakes. In January 2022, MLFD granted Real Parties a Letter of Authorization allowing them to submit permit applications to the Town for approval of the installation of the tower. In July 2023, MLFD granted Real Parties a license over the proposed site for the tower.

Real Parties sought approval for the project from the Town's Planning and Economic Development Commission. On February 15, 2024, the Planning Commission determined that the project was categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303 of Title 14 of the California Code of Regulations and approved the permit. Petitioners appealed the approval to the Town Counsel, which denied the appeal and affirmed approval of the permit and found that the project was exempt from CEQA and complied with the requirements of the Municipal Code and General Plan. In April 2024, Town filed a Notice of Exemption stating that the project was categorically exempt from CEQA as a "New Construction or Conversion of Small Structures' pursuant to CEQA guidelines Section 15303. Real parties obtained a permit from the Town to construct and install an 80-foot-tall cell tower to be disguised as a stealth monopine tree with a 24-foot base.

Petitioners assert that the Tower is less than 40 feet away from a three-unit residence near the proposed site and will tower over the nearby existing structures and trees. The 80-foot height can be extended an additional 20 feet up to 100 feet without further hearings or reviews.[1]

Petitioners contend that the Tower's equipment and manufactured branches violate the town's Municipal Code set back requirements, development standards for telecommunication facilities, and that it is inconsistent with the Town's General Plan. Petitioners also contend that the Tower is subject to environmental conditions such as wind, snow, and ice and the possibility of radio frequency transmissions to residences within 40 feet of the tower and its protrusions.

The Tower would be the tallest structure in the area, dwarf nearby buildings and would tower over the nearby trees. The Opposition concedes that the 80-foot Tower will be 20-30 feet taller than any nearby trees. It would be visible from the nearby paved walking and bike trail and visible from Old Mammoth Road.

Town and Real Parties oppose the Petition and contend that the Town properly found the project to be categorically exempt under CEQA and compliant with the Town's Municipal Code and General Plan. They assert that the project significantly improves cellular coverage and wireless capacity in the area to ensure reliable communications between first responders and the public in the event of emergencies.

Real Parties selected the MLFD location to address gaps in cell service within the area. Town and Real Parties assert that other possible locations were considered but rejected for

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[1] At the February 14, 2024 Planning and Economic Development Commission meeting, Towns outside attorney Bennet Givens explained that the Tower's height could be increased to 100 feet, and that Town could not prevent the increase in height: "There was a comment about future modifications to the tower. So, during my presentation, I discussed eligible facilities requests. These are certain qualifying modifications to an existing wireless facility, that the town has no discretion and must approve if they do qualify. Under that process, there is a potential that the tower itself can go up an additional 20 feet, which is the height criteria and limitation under the eligible facilities process. So, that is something that could occur in the future." [Administrative Record "AR" 1238-1239]

various reasons.[2] Town and Real Parties assert that the Snowcreek Athletic Club site was not viable due to concerns with its proximity to nearby residences which they describe as homes that are for primary use, as opposed to homes near the MLFD site which they assert are used as secondary homes and vacation rentals.

Standard of Review

California Public Resources Code section 21168 provides: In deciding whether to issue a writ of mandamus a court must determine whether a public agency abused its discretion. Abuse is found where the agency did not proceed as required by law or if its findings are not supported by substantial evidence in the record.

Any action or proceeding to attack, review, set aside, void or annul a determination, finding, or decision of a public agency, made as a result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken and discretion in the determination of facts is vested in a public agency, on the grounds of noncompliance with the provisions of this division shall be in accordance with the provisions of Section 1094.5 of the Code of Civil Procedure.

In any such action, the court shall not exercise its independent judgment on the evidence but shall only determine whether the act or decision is supported by substantial evidence in the light of the whole record.

Code of Civil Procedure section 1094.5, the state's administrative mandamus provision, provides the procedure for judicial review of adjudicatory decisions rendered by administrative agencies:

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[2] There is conflicting evidence in the record concerning alternative locations for the tower Other sites considered included the Snowcreek Athletic Club. "Those two sites [one of which is Snowcreek Athletic Club] were not further pursued or analyzed due to a lack of interest from the property owner. The athletic club owner was not previously interested in hosting the cell tower". This assertion was directly contradicted by the testimony of the Snowcreek Athletic Club owner. [AR 1391-1393.]

"(b) The inquiry in such a case shall extend to the questions whether the respondent has proceeded without, or in excess of, jurisdiction; whether there was a fair trial; and whether there was any prejudicial abuse of discretion. Abuse of discretion is established if the respondent has not proceeded in the manner required by law, the order or decision is not supported by the findings, or the findings are not supported by the evidence.

"(c) Where it is claimed that the findings are not supported by the evidence, in cases in which the court is authorized by law to exercise its independent judgment on the evidence, abuse of discretion is established if the court determines that the findings are not supported by the weight of the evidence. In all other cases, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record."

The scope of the trial court's review of administrative decision making under this standard depends on whether the decision under review substantially affects a fundamental vested right: "Where the public agency's decision affects a fundamental vested right, the trial court exercises independent judgment in assessing whether the evidence is sufficient to support the agency's findings. In such cases, the court conducts a limited trial de novo and 'abuse of discretion is established if the court determines that the findings are not supported by the weight of the evidence.' (Code Civ. Proc., § 1094.5 (c).) In all other cases, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.' (Young v. City of Coronado (2017) 10 Cal.App.5th 408, 418.)

The petitioner in an administrative mandamus proceeding has the burden of proving that the agency's decision was invalid and should be set aside, because it is presumed that the agency regularly performed its official duty. (Young, supra, at p. 419.)

Judicial review is not designed to rectify an imprudent decision by an administrative agency. Administrative mandamus is not to be used to control the discretion of an administrative body, but only to ensure that it was not abused. [See Code Civ. Proc., § 1094.5 (f)] It is for the agency to weigh the preponderance of conflicting evidence, a court may reverse its decision only if, based on the evidence before it, a reasonable person could not have reached the conclusion reached by it. [Schmid v. City & County of San Francisco, 60 Cal. App. 5th 470, 483–84. (2021)]

"Substantial evidence" means "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (Guidelines, § 15384 (a).) Substantial evidence "shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts." (Guidelines, § 15384 (b).) "Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence." [(Guidelines, § 15384 (a).) Pocket Protectors v. City of Sacramento, 124 Cal. App. 4th 903, 927–28. (2004)]

CEQA OVERVIEW

The foremost principle under CEQA is that the Legislature intended the act 'to be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.' (Friends of Mammoth v. Board of Supervisors (1972) 8 Cal.3d 247, 259.) CEQA and its implementing regulations "embody California's strong public policy of protecting the environment." (Tomlinson v. County of Alameda (2012) 54 Cal.4th 281, 285.) The basic purposes of CEQA are to: (1) Inform governmental decision makers and the public about the potential, significant environmental effects of proposed activities. (2) Identify ways that environmental damage can be avoided or significantly reduced. (3) Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible [and] (4) Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved. [Bottini v. City of San Diego, 27 Cal. App. 5th 281, 292. (2018)]

To further these goals, CEQA requires that agencies follow a three-step process when planning an activity that could fall within its scope. The first tier requires an agency to determine whether the proposed activity is a project and, if so, whether the project is exempt from CEQA. If an agency determines that a project is exempt, no further environmental review is necessary, and it may file a notice of CEQA exemption. A project is exempt from CEQA if it is subject to a "categorical exemption" in sections 15301 to 15333 of the Guidelines and the

application of the categorical exemption is not barred by an exception set forth in section 15300.2 of the Guidelines. Exceptions to the categorical exemptions include, among other things, where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. (Guidelines, § 15300.2 (c).)

A court analyzes an agency determination that its decision is exempt from CEQA to determine whether, as a matter of law, the activity meets the definition of a categorically exempt project. Categorical exemptions are narrowly construed, "to afford the fullest possible environmental protection. While the review is de novo, "in undertaking our independent analysis, we bear in mind the 'highly deferential' review standard that applies to the agency's factual determinations." [citations omitted] Don't Cell Our Parks v. City of San Diego, 21 Cal. App. 5th 338, 357–58, (2018)

Town's determination that the project is exempt from compliance with CEQA requirements is subject to judicial review under the abuse of discretion standard found in section 21168.5. (Save Our Carmel River v. Monterey Peninsula Water Management Dist. (2006) 141 Cal.App.4th 677, 693, 46 Cal.Rptr.3d 387.) "Abuse of discretion is established if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence." (§ 21168.5.) Interpretation of the language of the Guidelines and the scope of a categorial exemption is a legal question subject to de novo review, while the city's determination that the project fits within an exemption is subject to review for substantial evidence. (Save our Carmel River, supra, at pp. 693–694.)

Categorical Exemptions

California Public Resources code delineates a number categorical exemptions for projects based on the grounds that they have no environmental impact requiring compliance with the CEQA requirements. Included in the exemptions is an exemption for small facilities or structures.

Cal. Code Regs. tit. 14, § 15303 provides:

Class 3 consists of construction and location of limited numbers of new, **small** facilities or structures; installation of **small** new equipment and facilities in **small** structures; and the conversion of existing **small** structures from one use to another where only minor

modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. [Emphasis added]Examples of this exemption include but are not limited to:

(c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

The Class 3 categorical exemption also does not apply if "there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances." (Guidelines, § 15300.2 (c).) This exception is commonly referred to as the "unusual circumstances" exception.

In Berkeley Hillside Preservation v. City of Berkeley (2015) 60 Cal.4th 1086, 1097–1098, (Berkeley Hillside) the California Supreme Court explained, "in listing a class of projects as exempt, the [Secretary of the Resources Agency] has determined that the environmental changes typically associated with projects in that class are not significant effects within the meaning of CEQA, even though an argument might be made that they are potentially significant." "Because the exemptions operate as exceptions to CEQA, they are narrowly construed. [Citation.] 'Exemption categories are not to be expanded beyond the reasonable scope of their statutory language.

The word small is repeated four times in section 15303. Petitioners assert that the tower is not an exempt small structure because of its height, size, and location. Town and Real Parties assert that because the base of the project is less than 2500 square feet, and because there is no height limitation in the statute, the tower is exempt as a small structure. The Town's contention that the only necessary qualification for a small structure is that its floor area does not exceed 2500 square feet. The argument would presumably apply regardless of the height and bulk of the structure. Rather than being small, the Tower would dwarf the existing nearby trees and buildings.

The statute provides examples of those projects which would be excluded under the exemption. A cell phone tower is not similar to "a store, motel, office, restaurant or similar structure". An 80–100 foot cell phone tower is not exempt pursuant to the section. This section does not provide a blanket exemption to any project which has less than 2500 square feet. The examples qualify the exemption. Had the legislature intended to include cell towers in the examples of structures to the exemptions it could certainly have done so. The fact that towers are not included, is consistent with the examples. To accept Town and Real Parties' contention would lead to the nonsensical conclusion that the height and character of the structure does not matter and may not be considered in determining if a project is small. The tower does not fit within the qualifications. It is not "similar" due to its height and nature.

Town and Real Parties contend that the installation of the 80-foot tower, with the possibility of becoming a 100-foot tower, falls within section 15303, as it applies to "limited numbers of new, small ... structures." The State Resources Board provides examples for determining what constitutes a "small" structure within the scope of the exemption. Although not an exclusive list, the examples do provide an indication of the type of projects to which the exemption applies. The cell tower is fundamentally unlike any of the examples. While reference to square footage is meaningful when referring to commercial and residential buildings, as the guideline does, whether a structure is "small" when referring to an 80–100 foot tower cannot be evaluated solely on the basis of the square footage at its base. While the state Resources Agency has determined that any potential impacts associated with "small" new residential or commercial structures are ordinarily not significant, this determination does not reasonably apply to the tower in this case. The tower, at 80-100 feet tall, is significantly taller than the few trees near it and the nearby residences and the fire department building. The 80–100 foot tower does not qualify as "small" within the meaning of the exemption when considering its height, size, and proposed location.

The decision to approve the tower is not supported by substantial evidence in light of the whole record. The record fails to provide substantial evidence that the Tower is categorically exempt as a small structure. The Tower will be by far the tallest structure in the surrounding area. It is not small within the environment but instead will tower over it.

Accordingly, the cell tower cannot fairly be considered a small structure within the meaning of the exemption.

Although zoned "resort" the area adjacent to the MLFD tower location is developed with residential buildings. The area is residential. The proposed tower would be approximately 40 feet from some residences. Although zoned a "resort area" the area in fact is primarily and overwhelming residential. A cell phone tower is generally not compatible in residential neighborhoods.

Don't Cell Our Parks v. City of San Diego (2018) 21 Cal.App.5th 338, 359, 230 Cal.Rptr.3d 294, relied upon by the Town and Real Parties, is distinguishable. In that case, the court recognized that "[t]here is a paucity of case law applying this exemption." Nonetheless, the court held that the project, which consisted of the construction of a cell tower disguised as a 35-foot-high faux eucalyptus tree and a 250-square-foot landscaped equipment structure, fell within the scope of the class 3 categorical exemption. (Id. at pp. 346, 360.) The court noted that the square footage of the proposed project was "much smaller than a single-family residence, store, motel, office or restaurant." (Id. at p. 360.) The proposed cell tower was "installed in an existing stand of tall trees, two of which [were] about 55 feet high." (Id. at p. 346.)

Don't Cell Our Parks, the only published appellate case which applied this exemption to cell phone towers involved a 35-foot tower located in a grove of trees of the same height. The facts in that case are different than those in this case. In that case, the cell tower was small within its setting, unlike the tower in this case which will be by far the tallest structure in the surrounding area. The tower in this case is over twice the height of the tower in the Don't Cell case. In the Don't Cell case the tower was located in a park and not near a residential neighborhood. The Park was the only property within the intended coverage area that was not an open space preserve or developed with single family residences.

Aesthetic Impacts

Under CEQA, it is the state's policy inter alia to take all action necessary to provide the people of this state with ... enjoyment of aesthetic, natural, scenic, and historic environmental qualities." (§ 21001 (b)) The CEQA initial study checklist asks four questions as to aesthetic impact, including whether a project will substantially degrade the existing visual character or quality of the site and its surroundings." (Guidelines, appen. G, § I, subd. (c))

Thus, courts have recognized that aesthetic issues "are properly studied in an EIR to assess the impacts of a project." (Mira Mar Mobile Community v. City of Oceanside (2004) 119 Cal.App.4th 477, 492; Ocean View Estates Homeowners Assn., Inc. v. Montecito Water Dist., supra, 116 Cal.App.4th 396, 401; National Parks & Conservation Assn. v. County of Riverside (1999) 71 Cal.App.4th 1341, 1360.)

As on other CEQA topics, the opinions of area residents, if based on direct observation, may be relevant as to aesthetic impact and may constitute substantial evidence in support of a fair argument; no special expertise is required on this topic. (Ocean View Estates, supra, 116 Cal.App.4th at p. 402.) These observations suffice to raise the potential of a significant aesthetic impact from the proposed project. A governmental agency may disagree with the neighbors on these points. This disagreement does not reduce the neighbors' evidence to insubstantiality, however. At most, the opposing views are substantial evidence going the other way, which is insufficient to refute the claim of a fair argument. (Guidelines, § 15064 (f).) Pocket Protectors v. City of Sacramento, 124 Cal. App. 4th 903, 936–39. (2004)

The tower and its faux limbs and branches will be visible from public views on the bike walking trail path next to the fire station and will be visible from Old Mammoth Road. In fact, it will be the most prominent object from the paved bike and walking path and Old Mammoth Road. The evidence is that the tower will dwarf the fire station, residences and trees at its location.

The tower will not be relatively inconspicuous and will create a visual impact substantially changing the nature and character of the neighborhood and forest and Town around it.

Former MLFD Chief Frievalt stated that the cell tower "would definitely be an eyesore." [Minutes from MLFD 1/16/22 meeting] Planning Commissioner Eckert stated that the tower "just hideously ugly" and "I do also think this thing is damn ugly, and that there has got to be a way to balance the need for communications with better aesthetics than that . [AR 1243-1244]

The Old Mammoth area in the Town of Mammoth Lakes is a beautiful alpine environment, valued and appreciated by its residents and visitors for its scenery. An 80 -100

foot tower will stand out and corrupt that view because of its height, size, and nature. The proposed location is out of place in light of the surrounding environment.

The Issuance and Approval of the Permit Violates the Town of Mammoth Lakes Municipal Code and General Plan.

Government Code Section 65300 requires that each planning agency prepare and adopt a comprehensive, long-term general plan for the physical development of the county or city Each planning agency shall prepare and the legislative body of each county and city shall adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries which in the planning agency's judgment bears relation to its planning.

All land use decisions, including building construction decisions, must be consistent with a city's general plan. (Government Code section 65860(a)(2). As such, no city, including San Francisco, may issue a building permit for a project inconsistent with the general plan. ["issuance of a permit inconsistent with zoning ordinances or the general plan may be set aside and invalidated as ultra vires"][citations omitted, Collier v. City & County of San Francisco, 151 Cal. App. 4th 1326, 1333 (2007)]

California law requires all cities, including San Francisco, to have and maintain a general plan. (Government Code, Section 65300.) Moreover, under San Francisco and California law, a proposed building construction project complies with the Planning Code only so long as it is consistent with the general plan. [Id. At 1341.]

Despite the requirement for consistency, courts have recognized that a project does not need to rigidly conform to the general plan. The requirement for consistency allows for some flexibility, meaning a project need not perfectly align with every general plan policy to be considered consistent (Golden Door Properties, LLC v. County of San Diego, 50 Cal.App.5th 467 (2020)). Courts accord great deference to a local governmental agency's determination of a project's consistency with its own general plan, recognizing the agency's unique competence to interpret and apply its policies (Golden Door Properties, LLC v. County of San Diego, 50

Cal.App.5th 467 (2020)) The agency's decision is upheld as long as it is not arbitrary, capricious, unsupported, or procedurally unfair

Any local land use or development decision, including approval of the project at issue here, must be consistent with the applicable general plan and its constituent elements. (Orange Citizens for Parks and Recreation v. Superior Court (2016) 2 Cal.5th 141, 153.)

The monopine cell tower in this case is subject to the development standards found in Town of Mammoth Lakes Municipal Zoning Code.

Section 17.52.270 governs Telecommunication Facilities.

Section 17.52.270(a) defines the purpose of the wireless development standards is "to preserve the unique visual character of the Town, promote the aesthetic appearance of the Town, and to ensure public safety and welfare."

Section 17.52.270 (d) provides:

"General requirements. All telecommunications facilities shall comply with the following standards:

Design and development standards. A telecommunications facility, including projections, shall meet the design and development standards for the zone in which it is located, including setbacks and height, unless otherwise specified in this section."

Section 17.52.270 (f) provides: Cellular wireless communication facilities shall comply with the following requirements:

(1) Application requirements. In addition to the information required for a use permit by Chapter 17.68, the application for a cellular wireless communications facility shall include:

c. In locations where existing topography, vegetation, or other structures provide the greatest amount of screening.

d. On parcels which will not require significant visual mitigation.

(3) a. *Location.*

1.Facilities shall be located either within a structure, underground, in the rear portion of the property **(not visible from the public right-of-way),** or on a screened roof top area. [emphasis added.]

Mammoth Lakes Municipal Code Section 17.36.100(b) addresses setback requirements:

(2) All structures shall comply with the setback requirements of the applicable zoning district established by Chapters 17.16 through 17.32, and with any special setbacks established for specific uses by this chapter, except as otherwise provided by this section. No portion of a structure, including eaves or roof overhangs, shall extend beyond a property line; or into an access easement or street right-of-way.

(3) All setbacks shall be open and unobstructed from the ground upward, except for trees and plant materials and as provided in this section.

Municipal Code setback requirements are enacted for aesthetic and health and safety reasons. Safety concerns are especially necessary in an environment which experiences extreme weather such as is experienced in the Town of Mammoth Lakes. Mammoth Lakes experiences extreme wind throughout the year, and heavy snow and ice accumulations throughout the winter. The setback requirements provide increased safety in the event objects become dislodged during extreme weather potentially jeopardizing the health and safety of those nearby.

The Municipal code imposes a 20-foot setback for the Fire Station property. Respondents' approval of the monopine tower violates the Town of Mammoth Lakes Municipal code. The record shows that the monopine and its faux branches and its appurtenances violate the Town Code setback requirements. The tower faux limbs/branches are not "trees and plant materials." Plant materials are defined in Penal Code section 384 as: "[P]lant material" means a tree, shrub, fern, herb, bulb, cactus, flower, huckleberry, or redwood green, or a portion of any of those, or the leaf mold on those plants. "Plant material" does not include a tree, shrub, fern, herb, bulb, cactus, flower, or greens declared by law to be a public nuisance."

Although plant materials are excluded from the setback requirements, the faux materials are not plant materials, and do not fall within the exclusion. As such they are prohibited from encroaching into the setbacks. The Town is mandated to comply with its Code when addressing permit applications. The project violates the setback restrictions and Town's approval of the permit is not supported by evidence that the project complies with the Code.

The proposed cell tower will have a negative impact on the aesthetics of the community. The tower will be the dominant structure visible from Old Mammoth Road, a public road, and its adjacent bike/pedestrian path. It will impact the unique visual character in the Old Mammoth neighborhood of the Town, and detract from the aesthetic appearance of that location.

Judgment

Respondents' approval of the permit and denial of the appeal is not supported by the record and the law because the monopine cell tower is not exempt pursuant to the categorical exemption in CEQA for small structures. Further, the approval of the project violated the Town of Mammoth Lakes Municipal Code and its General Plan. Therefore, judgment is entered ordering the Respondents to set aside the approval, rescind the permit, and proceed in accordance with CEQA and the Town of Mammoth Lakes Municipal Code and General Plan.

The Mono County Superior Court Clerk is ordered to prepare and issue a Peremptory Writ of Mandate ordering the Town, the Town Council, and the Town Planning and Economic Development Commission:

1. To rescind and set aside the Permit, vacate the Notice of Exemption, refrain from approving or issuing any further permits for the Tower until compliance with CEQA and the Town Code and General Plan.
2. Real Parties are enjoined from undertaking any construction of the Tower at the Fire District site until Respondents have properly complied with CEQA, the Town Municipal Code and General Plan and issued approval and permits accordingly.

Dated: May 8, 2025

Gerald F. Mohun, Jr.
Judge of the Superior Court

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MONO

PROOF OF SERVICE

Judgment

I served the foregoing document on the date and at the place stated below, by electronic service, addressed to each party or their attorney as follows:

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At the time of service, I was at least 18 years of age, employed in the county where the mailing occurred, and not a party to the action. My business address is PO Box 1037, Mammoth Lakes, CA 93546.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on May 8 **, 2025, in Mammoth Lakes, CA 93546.**

J. Manning

(Signature of Declarant)

Jessica Manning
(Name of Declarant)

PROOF OF SERVICE

I, Wendy Cornell, declare:

I am a citizen of the United States and employed in the City and County of San Francisco, California by Shartsis Friese LLP at 425 Market Street, Eleventh Floor, San Francisco, California 94105. I am over the age of eighteen years and am not a party to the within-entitled action.

On May 9, 2025 at Shartsis Friese LLP located at the above-referenced address, and, pursuant to California Rules of Court, Federal Rules of Civil Procedure, Civil Code of Procedure, and local rules, I served on the interested parties in said cause a copy of the within document(s):

NOTICE OF ENTRY OF ORDER OR JUDGMENT

☑ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid in accordance with the firm's practice, of which I am familiar, of collection and processing correspondence for mailing on the same day to the person(s) at the address(es) set forth below:

☑ by electronically delivering the document(s) listed above on this date from electronic address sflaw.com, and after which transmission I did not receive within a reasonable time any electronic message or other indication that the transmission was unsuccessful, to electronic mail address(es) set forth below:

SERVICE LIST

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CEQA Coordinator Office of the Attorney General Environment Section 1300 "I" Street Sacramento, CA 95814-2919 Email: CEQA@doj.ca.gov	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 9, 2025, at Larkspur, California.

Wendy Cornell

Wendy Cornell

10642628

SHARTSIS FRIESE LLP
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ELEVENTH FLOOR
SAN FRANCISCO, CA 94105-2496

Agenda Item _____

File No. _____

AGENDA BILL

Subject: Councilmember Reports
Initiated by: Jamie Gray

BACKGROUND:
Each member of the Town Council is appointed to serve as a Town representative to a number of committees, commissions, and organizations. These groups meet infrequently and from time to time the representatives will report to the rest of the Council at a regularly scheduled meeting.

In addition, Councilmembers on occasion participate in meetings, conferences and seminars, and their reports on these educational opportunities are of benefit to the rest of the Council.

ANALYSIS/DISCUSSION:
California Government Code requirements pertaining to the open meeting act stipulate that all items for discussion must be listed on the agenda before the matter can be discussed and/or acted upon. To meet this requirement, and the intent of the Brown Act, Councilmember Reports are listed on each agenda to allow representatives to report to the rest of the Council at these meetings.

The following is a list of the commission/committees on which members of the Council serve:

Land Use:
Local Agency Formation Commission (LAFCO) – Rice, Truax, and Bubser as alternate
Airport Land Use Commission – Rice, Truax, and Bubser as the alternate
Mono County Collaborative Planning Team (CPT) – Senior Planner Kim Cooke and Bubser and Truax as alternates

Intergovernmental Relations:
Town and County Liaison Committee – Bubser, Rice, and Town Manager and Sauser as alternate
Desert Mountain Division of the League of California Cities – Sauser and Town Manager as alternate
Eastern Sierra Council of Governments (ESCOG) – Bubser, Wentworth, and Sauser as alternate
Great Basin Unified Air Pollution Control District – Wentworth and Bubser as alternate

League of California Cities City Voting Delegate – Bubser and the Town Manager as the alternate
California Joint Powers Insurance Authority Board – Truax and Assistant to the Town Manager as alternate

Transportation:
Local Transportation Commission (LTC) – Bubser, Sauser, and Truax; Town Manager as alternate
Eastern Sierra Transit Authority (ESTA) Board – Bubser and Sauser

Local Issues:
Mammoth Lakes Tourism (MLT) Board – Wentworth
Mammoth Lakes Recreation (MLR) Board – Truax
Eastern Sierra Community Housing Board – Rice
Treasury Oversight Committee – Finance Director; Town Manager as alternate
Parks and Recreation Master Plan Advisory Committee – Rice; Bubser as the alternate

LEGAL CONSIDERATIONS:
According to the California Open Meeting Act, commonly referred to as the Brown Act, the agenda must reflect every matter to be discussed by a governing body.

RECOMMENDATION(S):
This agenda bill is submitted for information only.